

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 78		
2. CONTRACT NO.			3. SOLICITATION NO. W917PM-09-R-0122		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 22 Sep 2009		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356			CODE W5J9JE		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE	
TEL:			FAX:		TEL:				FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			7 - 22	X	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			23 - 24	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE								
X	G	CONTRACT ADMINISTRATION DATA			25	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			26 - 40	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE	
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 39	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 11-Oct-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356		CODE W5J9JE		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W917PM-09-R-0122	
				X		9B. DATED (SEE ITEM 11) 22-Sep-2009	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to 1) provide contractor questions and answers, 2) handle minor corrections and clarifications in Sections L and M, 3) modify certain sections in the Scope of Work as described in the answers given by the Government, and 4) change the Contract Specialist to Ms. Demetria Chunn.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		11-Oct-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from
 AFGHANISTAN ENGINEER DISTRICT
 US ARMY CORPS OF ENGINEERS
 KABUL
 APO AE 09356
 to
 AFGHANISTAN DISTRICT NORTH (AEN)
 US ARMY CORPS OF ENGINEERS
 OPERATION ENDURING FREEDOM
 APO AE 09356

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

Item No.	Description	Qty	Unit	Price
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For purposes of price evaluation only, assume all Square Meter (SM) pricing is for 1000 SMs.

BASE PERIOD**UXO/Mine Clearance**

0001	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award	1	LS	\$16,000,000.00 NOT TO EXCEED
000101	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field. Does not include Remote Sites by definition (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$ _____
000102	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field,			

	and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
000103	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
000104	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
000105	Site Survey report and Battle Area Clearance (square meter rate) at Remote Sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
000106	Site Survey report and Demining (square meter rate) at Remote Sites over 100 kilometers from closest ISAF location and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
000107	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
000108	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
000109	Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____
000110	Transportation of USACE Personnel in Support of Contract (PWS Paragraph 1.16)	1	Per Day \$ _____

Total for Base Year:

\$ _____

(Includes all items 000101- 000109)

OPTION YEAR 1**UXO/Mine Clearance**

1000	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option	1	LS	\$16,000,000.00 NOT TO EXCEED
100001	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field; Does not include Remote Sites by definition. (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$ _____
100002	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM	\$ _____
100003	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$ _____
100004	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM	\$ _____
100005	Site Survey report and Battle Area Clearance (square meter rate) at remote Sites, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$ _____

100006	Site Survey report and Demining (square meter rate) at remote sites over 100 kilometers from closest ISAF location, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
100007	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site 1 (PWS Paragraph 1.1.3)	1	Per Day \$ _____
100008	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
100009	Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____
100010	Transportation of USACE Personnel in Support of Contract (PWS Paragraph 1.16)	1	Per Day \$ _____

Total for Option Year 1:

(Includes all items 100001- 100009)

\$ _____

OPTION YEAR 2**UXO/Mine Clearance**

2000	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option	1	LS \$16,000,000.00 NOT TO EXCEED
200001	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field; Does not include Remote Sites by definition (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
200002	Site Survey report and Demining (square meter rate) at sites other than		

	within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
200003	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
200004	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
200005	Site Survey report and Battle Area Clearance (square meter rate) at remote Sites, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
200006	Site Survey report and Demining (square meter rate) at remote sites over 100 kilometers from closest ISAF location, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
200007	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
200008	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
200009	Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____
200010	Transportation of USACE Personnel in Support of Contract (PWS Paragraph 1.16)	1	Per Day \$ _____

Total for Option Year 2:
(Includes all items 200001- 200009)

\$ _____

TOTAL PROPOSAL PRICE:

\$ _____

CONTRACT MINIMUM/MAXIMUM AMOUNTS: Pursuant to FAR 52.216-22(b), the maximum ceiling amount for this contract is \$48,000,000 and the minimum amount is \$10,000 for the life of the contract. NAICS CODE: 562910 –Remediation Services.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK
Services Contract
Mine and UXO Clearance
Afghanistan Engineer District
Area of Operations

1.0 General

1.1 The contractor shall provide all labor, equipment and materials needed to clear various sites located within Afghanistan of mines and/or unexploded ordnances (UXO). The contractor shall have all labor, equipment and materials in country and be able to provide continuous work on multiple sites simultaneously. All activities shall be conducted in accordance with the International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), Department of Defense Safety Standards (DoD) and US Army Corps of Engineers Standards (USACE). The contractor shall be fully accredited by the United Nations Mine Action Coordination Center of Afghanistan (UNMACCA) and the Afghan Mine Action Authority. Operational accreditation from the UNMACCA must be in place before implementation of demining activities. The contractor will also be registered with the Afghanistan Government for mine and UXO clearance services. The contractor shall provide proof of accreditation to the U.S. Army Corps of Engineer (USACE).

1.2 The contractor shall have available in country or onsite required armored mechanical equipment such as armored front-end loaders, excavator, rolling capability, and personnel carriers. Other such equipment will in include, but not be limited to, mine labs detector, broad large loop detector, and Schoenstadt detector capable of detection down to a minimum of 1 meter in depth. The contractor shall have also in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS, AMAS and DoD standards. The contractor is free to select the most cost effective means and methods of clearance as long as the work is executed in accordance with the IMAS, AMAS and DoD standards and meets the standards provided by the US Army Corps of Engineer. The contractor is responsible for providing qualified workers, supervision, quality control, and safety personnel to execute the work in accordance with IMAS, AMAS and USACE standards. Proof of employee qualifications shall

be submitted to USACE prior to commencement of clearance.

1.3 It is the Contractor's responsibility to be aware of the risk associated with encountering mines and UXO's and take all actions necessary to assure a safe work environment during the execution of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of and resulting from any Contractor action hereunder. Contractor will report all incidents immediately to the GDA. Initial report will be by phone or email. A written report will follow.

1.4 The contractor shall comply with all pertinent provisions of the most current version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, in effect on the date of the solicitation. The contractor shall prepare and submit an acceptable Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA) in accordance with Appendix A and Section 01.A.13 of the EM385-1-1 manual. Personnel that are knowledgeable in de-mining and UXO operations shall prepare the AHAs, APP's UXO Work and Safety Plan. An AHA and APP will be prepared for each definable feature of work required under this contract. A UXO work and safety plan shall be submitted for review and accepted by the Corps of Engineer before work begins with each task order.

1.5 A temporary perimeter fence or equivalent means of denial will be installed to completely close off the work area at the site. The temporary fence or equivalent shall be a standard design in accordance with IMAS standards to deny unauthorized entry to the site while work is in progress. The contractor shall first clear the area required for the installation of the fence prior to starting the remainder of the site clearance. The contractor shall record the exact location of the fence line using GPS coordinates to show all changes in alignment. The contractor shall remove the fence from the site after the site clearance is completed.

1.6 The contractor shall use the AMAS system of marking to distinguish between hazardous and cleared areas during the clearance operations. The contractor will submit the dimensions of the areas cleared and a copy of the clearance certificate to the UNMACCA for database entry and quality assurance stamping. The contractor will then ensure submittal of clearance report copies to the Afghanistan Mine Action Authority; clearance reports will be entered into the national database at the completion of the Task Order. The final original copy of the stamped clearance report will be included in the clearance package and given to the USACE Contracting Officers Representative or his designee.

1.7 Daily internal quality control checks must be documented and reports made available to USACE upon request. The contractor shall record by type all mines and UXO's found during the clearance operations. All mines, sub-munitions (cluster munitions) will have detailed locations found (GPS Points). A detailed site map showing the clearance progress shall be updated daily during the progress of work. All explosive ordnance found during the clearance operations shall be stored and disposed of in accordance with IMAS and AMAS standards. All scrap metal debris found during clearance operations are the responsibility of the contractor to remove and dispose of offsite.

1.8 Areas within a one-kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, as well as former/existing military bases or installations, shall be considered to be heavily contaminated areas of UXO/Mines and construction debris and shall be weighted differently than other clearance areas in the country.

1.9 Site Survey Report: Contractor will perform a technical survey of the site to include historical and topographical information, site map, photos, technical investigation, conclusions, and proposed clearance recommendations. The report shall be comprehensive and submitted as a written report complete with drawings and exhibits. The contractor's Site Survey Report must be prepared and certified by an individual with Level I EOD qualification or equivalent. The Report shall be coordinated with the United

Nations Mine Action Coordination Center of Afghanistan (UNMACA) and USACE prior to commencement of the clearance operations. Remote site location clearance is defined as a site located over 20 kilometers from the closest International Security Assistance Force (ISAF)/Afghan National Security Forces (ANSF) base for each location.

1.10 Battle Area Clearance (BAC): This includes the systematic and controlled clearance of hazardous areas where the threat is known not to contain mines. The contractor will perform 100% surface clearance and subsurface clearance for UXO to a minimum depth of 1 meter or deeper if required to obtain the specified clearance certification. If during BAC operations an emplaced minefield/mine line is discovered, the contractor shall promptly, before the condition is disturbed, stop work, and notify the UNMACCA and USACE's Contracting Officer's Representative (COR). If an emplaced minefield/mine line is found during BAC, operations may be considered of differing site condition and the requirements of FAR 52.236-2 shall apply. When an emplaced minefield/ mine line is encountered at the site, the clearance operation will change from BAC to the higher de-mining standard for the remaining area to be cleared, and the differing site condition shall be addressed as a contract modification. Remote site location clearance is defined as a site located over 20 kilometers from the closest ISAF/ANSF location.

1.11 De-mining: This includes the systematic and controlled clearance of UXO and mine hazards. The contractor will perform 100% surface clearance and subsurface clearance to a minimum depth of 1 meter or deeper if required to obtain the specified clearance certification. All activities shall be conducted in accordance with the International Mine Action Standards (IMAS) and Afghanistan Mine Action Standards (AMAS). Minefield / mine line co-ordinates will be documented and reported to the Contracting Officers Representative (COR) and the UNMACCA to input into GIS. Remote site location clearance is defined as a site located over 20 kilometers from the closest ISAF/ANSF location.

1.12 Certificate of Clearance: The contractor shall provide USACE a letter indicating that the site is clear of mines and UXO and is available for construction operations to proceed. A clearance certificate copy will be sent to the USACE (COR) immediately following completion of work and the original will be sent to the UNMACCA for approval and certification stamping, then sent to the USACE COR or representative for data base entry. Although under IMAS and AMAS standards 13 centimeters is the minimum depth of clearance required, all current USACE contracts will be certified clear of UXO/Mine to a depth of 1 meter unless otherwise specified. Any UXO/Mines subsequently found at 1 meter or less in depth after the completion certification is issued and site construction has begun will be disposed of by the contractor at no cost to the government, unless it is proven that the item was placed by a third party with malicious intent after the fact.

1.13 Explosive Ordnance Disposal (EOD): For areas that do not require Demining or Battle Area Clearance, the contractor shall be able to provide, onsite throughout the country of Afghanistan, a qualified person who at a minimum holds a current EOD level 2 certification according to the International Mine Action Standards. If the area does not pose a sufficient threat or hazard to constitute Demining or BAC operations, then the contractor may be tasked to provide this EOD services. For this tasking, the contractor will provide an onsite consultant or spotter during the hours of any operation. The contractor will also be responsible for providing a site leader, a trained field medic or physician, as well as one driver with vehicle. Any MEC that is discovered will be recorded and then destroyed in accordance with AMAS and IMAS standards. This work will be done on construction projects, surveying and mapping, and for digging. The contractor will refer to that site specific PWS for a detail description of the area or areas to be worked.

1.14 Additional Security Teams for Remote or Hostile Areas: This section will be used for the addition of extra teams of Security. If the area to be cleared is in extreme remote locations (over 100

kilometers from the closest ISAF location), where overnight operations are required and the need for additional security is required, the contractor will be required to allocate the necessary teams for this location. If an area is to be considered hostile in such a way that the hostilities exceed the normal conditions of a contingency environment, then additional teams maybe added. Examples of hostilities that exceed normal wartime conditions would be kidnapping of civilian personnel with the intent to kill or use for profit or bargaining, burning of equipment used for Demining/ UXO clearing, and the setting of improvise explosive devices around the clearance site with the intent to do harm or disrupt clearance activities. If determined and agreed upon by the contractor and the US Army Corps of Engineers that these or anything in this nature is considered extreme hostile actions, then additional security team(s) may be used. A security team consists of two vehicles and a 10 member team of armed personnel. Additional teams of this matrixes maybe used or recommended by the contractor for the above situations. USACE will use the most up to date military intelligence in order to check the validity of these requests. Once the level of additional teams has been agreed upon by the US Army Corps of Engineers, the contractor may configure and deploy teams as deemed necessary in accordance with the most current situation. Additional security teams will be negotiated as part of the task order or added through a contract modification after consultation and agreement with the US Army Corps of Engineers.

1.15 Additional Mechanical Equipment for BAC or Demining Task: This section allows the contractor during the course of work to add additional equipment as needed to complete on time. If or at any time during the task order a differing on-site condition is found that requires the use of more equipment than what is currently on-site, then the line item will allow for multiple equipment assets to be added to the task in order to assist in clearing successfully and on time. Additional equipment will be negotiated as part of the task order or added through a contract modification. The Contracting Officers Representative or designated representative will physically view the area or specific situation before any contract modifications are issued, unless there are security restrictions in place.

1.16 Transportation of USACE Personnel in Support of Contract: Upon receipt of written request by the Contracting Officer or the Contracting Officer's Representative, with a minimum of five (5) days notice, the contractor shall provide security personnel and two (2) up armored vehicles for land transport of USACE personnel in support of the contract. Each vehicles will be supplied with an ECM in accordance with USFOR-A guidance. Up armored vehicles will meet the technical criteria shown below:

1.16.1 Full armor ballistic standard protection (all armoring completed by experienced technicians and a Certificate of Compliance provided along with certificates of material testing), Level B6 (NIJIV), for body armor and glass, with additional protective measures:

- 1) Explosive proof gas tank
- 2) Radiator protection/guard
- 3) Battery protection
- 4) 3MM armored steel floor and roof
- 5) Full fire wall protection kit
- 6) Ballistic glass at Level B6 (NIJIV) and feature low spall shielding and multiple impact protection
- 7) Rear bulkhead with view glass and access hatch installed in front of rear door (access hatch must fully open to allow for loading of bulky cargo). Rear bulkhead shall have a small port to allow wires from the Electronic Countermeasure (ECM) to go through. Port should be padded so not to cut or damage any wires.
- 8) Wire mesh installed in tailpipe to prevent insertion of foreign objects

1.16.3 Big block V8 diesel engine, automatic transmission, left hand drive OEM vehicles with 4X4

capability, power and tilt steering.

1.16.4 Dual battery and alternators (300 amp continuous power capacity) with battery junction boxes installed. Install a 150 amp battery in the rear of the vehicle for the ECM. (No Lemon in Kabul, Afghanistan is preferred for installation if done after delivery to Afghanistan, but before government acceptance.)

1.16.5 Run flat tire inserts that are significantly improved over common run flat designs (all tires, including spare), with high impact performance over extreme temperature range, low heat build-up in flexing, and long life and durability. The armor manufacturer shall replace all factory tires with tires carrying higher load ratings to ensure sufficient load carrying capacity for the armored vehicles. Each vehicle will include an upgraded tire jack (minimum 4 tons), with tire iron, to lift additional weight of armor.

1.16.6 Upgraded suspension leaf springs, heavy duty shock and struts, and four wheel drive option capability. Door pillars and hinges reinforced for maximum strength retention. All doors fitted with double looped nylon restraining straps to reduce stresses to hinges during opening. Reinforced inside door panels to prevent being pulled off the door due to the extra weight of door.

1.16.7 Upgraded brake system, with heat dissipating rotors, heavy duty or super duty brake pads, four wheel drive anti lock disc brakes and associated brake upgraded component as required.

1.16.8 Dual front airbags, with integrated safety seat belts for all passengers, and passenger sensing device. Install seat belt extensions for all seat belts in the vehicle (both front and rear).

1.16.9 Sun filter/screen on all windows (15% tint for driver and front passenger windows; full limo tint behind driver and front passenger positions).

1.16.10 Front and rear bumper guards, with ability to attach a tow strap for quick recovery operations.

1.16.11 Signal lights, headlights, inner mirror (day and night vision) and power side mirrors with protective shield

1.16.12 Front and rear air condition units

1.16.13 All seatbelts in the first two rows of seats must be fitted with seatbelt extenders so passengers have freedom of movement while wearing bulky gear and weapons.

ADDITIONAL INSTRUCTIONS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 Schedule of Meeting

At the earliest practicable time, prior to commencement of the work, the Contractor and any

Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractor's Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing and other aspects of this project that warrant clarification and understanding.

1.1.2 Meeting Minutes

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit same to the Contracting Officer for approval within three (3) work days. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2 NOT USED

1.3 CONTRACTOR'S MOBILIZATION AREAS

1.3.1 General

1.3.1.1 Facilities within the Mobilization Site

All facilities within the Contractor's mobilization site shall be of substantial construction suitable for the local weather conditions. Housing, messing and sanitary facilities shall meet the requirements of the most current Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The Contractor shall provide all utilities required to make the site self-sufficient.

1.3.1.2. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. All trash shall be disposed of off base in accordance with Host Nation requirements. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers. Any dirt or soil which is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities, which are salvageable, shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.2 CONTRACTOR'S MOBILIZATION AREA (ON-SITE)

The Contractor will be permitted to use the area designated by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. The Contractor may live on site, if specified in the task order for each individual project site, but shall provide all utilities required to make his living site self-sufficient. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with applicable Host Government Laws and Regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.2.1 through 1.3.2.9 NOT USED.

1.3.2.10 Protection and Maintenance of Traffic

During clearance operations the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the clearance period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and/or base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with Host Nation and/or base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads..

1.3.2.11 NOT USED

1.3.2.12 Employee Parking

Contractor employees shall park vehicles in an area approved by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the Afghan military personnel on-site.

1.3.2.13 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the clearance and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.2.14 Barricades

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by clearance activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor shall provide, furnish, operate and maintain facilities for his operations and living facilities for his workers in an area approved by the Contracting Officer.

1.3.4 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating with the Host Government use of any existing roads as haul routes. Construction and routing of new haul roads, and/or upgrading of existing roads for the Contractor's use, is the sole responsibility of the Contractor. It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his mobilization camp and

haul routes.

1.4 NOT USED

1.5 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.6 NOT USED

1.7 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.8 NOT USED

1.9 NOT USED

1.10 NOT USED

1.11 CONNECTIONS TO EXISTING UTILITIES

1.11.1 General

Any outage of any utility service shall be requested in writing at least fifteen (15) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost, due to the Contractors failure to properly schedule an outage, shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.11.1.1 NOT USED

1.11.1.2 NOT USED

1.11.2 Existing Underground Utilities

The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

1.11.2.1 Use of Underground Utility Detecting Device

Prior to any excavation, a metal and/or cable detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

1.11.2.2 Hand Excavation

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.11.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.12 WATER (CONTRACTOR PROVIDED)

The Contractor shall provide and maintain water at his own expense for his use for construction and domestic consumption, and shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.13 NOT USED

1.14 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.15 NOT USED

1.16 USE OF EXPLOSIVES

The Contractor shall make necessary arrangements as may be required by applicable codes, rules, regulations and laws and shall be responsible for compliance therewith for all phases of blasting operations. The Contractor shall record the use of all explosives used during blasting.

1.16.1 Handling, Storage, and Use of Explosives

The handling, storage, and use of explosives shall be governed by the applicable provisions of the following: the "BLASTING" section of the Corps of Engineers Manuals EM 385-1-1, entitled Safety and Health Requirements Manual, a copy of which may be obtained from the Contracting Officer's Representative at the jobsite. The Contractor shall also use the IMAS (sec. 10.5) and AMAS (ch. 18) standard for handling, storage, and use of explosives.

1.16.2 Blasting Permits

The Government assumes no liability for changes that may be imposed by the Afghanistan Government.

1.17 NOT USED

1.18 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, he shall submit an application to the Contracting Officer. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and health Requirements Manual".

1.19 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than fifteen (15) calendar days after receipt of Notice to Proceed, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.20 Through 1.27 NOT USED

1.28 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer's Representative at the jobsite or from the USACE Qalaa House Compound in Kabul, Afghanistan.

1.28.1 Accident Prevention Program

Within fifteen (15) days after receipt of Notice to Proceed, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer or his authorized representative. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following:

TAC Form 61 "Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.28.2 NOT USED

1.28.3 NOT USED

1.29 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.30 Through 1.41 NOT USED

1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1.42.1 General

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-8 entitled DEFAULT (FIXED-PRICE SUPPLY & SERVICE) APR 1984. The listing below defines the anticipated unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining weather time evaluations. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract period, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January – 9

February – 9

March – 14

April – 18

May – 15
June – 3
July – 5
August – 3
September – 3
October – 4
November – 5
December – 7

1.42.2 Time Extensions

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's work day and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-8 entitled DEFAULT (FIXED-PRICE SUPPLY & SERVICE) APR 1984.

1.43 Through 1.52 NOT USED

1.53 IDENTIFICATION OF EMPLOYEE'S PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

The Police Security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the Police Security Offices. All contractor, subcontractor, or vendor personnel and vehicles at any tier working at any location on the site are subject to a thorough search upon entering, departing, or at any time deemed necessary by the Police Security Personnel. The Contractor shall be responsible for compliance with all the Police security requirements.

The Government reserves the right to deny access or to require the contractor to remove any personnel or equipment deemed to be a threat to the security of the Police Security Office. The Contractor shall work through the Contracting Officer to ensure that the Police Security Regulations are followed.

1.53.1 Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.53.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle,

machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

1.53.3 Security Plan

The Contractor shall submit to the Contracting Officer, within fifteen (15) calendar days after Notice to Proceed, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of unissued passes, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

1.54 NOT USED

1.55 NOT USED

1.56 ON-SITE PHOTOGRAPHY PROHIBITION

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

1.57 PUBLIC RELEASE OF INFORMATION

1.57.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.57.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

1.58 Through 1.65 NOT USED

1.66 ATTACHMENTS

TAC FORM 61—Accident Prevention Program Hazard Analysis

OTHER REQUIREMENTS

A. MULTIPLE-AWARD TASK ORDER CONTRACT (MATOC)

- a. This contract is a Multiple-Award Task Order Contract (MATOC). All work shall be

performed through issuance of task orders. The contractor shall perform no work under this contract unless the Government has issued a written task order signed by the Contracting Officer. The contractor shall complete all work described in the Scope of Work for each task order within the performance period of each task order. A USACE Contracting Officer assigned to the Afghanistan Engineer District is the only person authorized to issue task orders against this contract. All task orders will be in writing. The Contracting Officer may issue task orders by hard copy, by facsimile copy or by electronic copy (pdf).

b. Each task order will be issued on a firm-fixed-price basis using the unit costs negotiated in the basic contract (Pricing Schedule, Section B); the quantities will be negotiated with each task order. The Government will provide a Performance Work Statement (PWS) for each task order, the contractor shall furnish a detailed proposal to the Government based upon the PWS; and Government and the Contractor shall negotiate the price for the task order and the Contracting office will issue the task order.

c. The AED intends to award up to three contracts. The total estimated price (contract capacity) will not exceed \$48,000,000 for the contract. The minimum guaranteed amount is \$10,000.00 for the life of this contract.

d. Depending upon funds availability, funds obligations, the workload for each contract period, and other considerations at the discretion of AED, the total contract performance period could be less than three (3) calendar years. The total period of contract performance, to include the base contract period and any/all option periods, shall not exceed three (3) calendar years or the total estimated contract price, whichever comes first.

B. REQUIRED INSURANCE

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the insurance required by the General Provisions of this contract entitled Workmen's Compensation Insurance (Defense Base Act), and Workmen's Compensation and War Hazard Insurance Overseas. A blanket waiver of the provision of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

- (1) Bahrain
- (2) Egypt
- (3) Kuwait
- (4) Morocco
- (5) Oman
- (6) Saudi Arabia
- (7) Sudan
- (8) Botswana
- (9) Qatar

The waiver does not apply to any employees who are

- (1) Hired in the United States by any contractor or subcontractor;
- (2) Residents of the United States; or
- (3) Citizens of the United States.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

C. CONFLICTS

Any conflicts detected in any of the information furnished, shall be brought to the attention of the AED Program Manager for resolution before proceeding with the work.

D. USE/RELEASE OF INFORMATION

The information developed, gathered, assembled and reproduced by the contractor, subcontractors or their associates in fulfillment of the contract requirements as defined or related to the Scope of work will become the compete property of the government and will, therefore, not be used by the contractor for any other purpose at any time without the written consent of the Contracting Officer.

E. OTHER WORK

The Contractor shall fully cooperate with other Contractors, Utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

F. CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor will all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

G. DUTIES, TAXES, AND LICENSE FEES

a. All materials, equipment and supplies that are for use and/or incorporation into the project are exempt from taxes, duties, and license fees under the terms of the Agreement between the Government of the United States and the Host Government. The Contractor warrants his price for this contract is exclusive of any such charges.

b. If after the date of this contract and except for the provisions of paragraph "c.", below, the Contractor is required by the Host Government to pay any such taxes, duties, or license fees (paid directly to the Host Country), on materials, equipment, and supplies for use and/or incorporation into this project, he shall notify the Contracting Officer in writing. Upon satisfactory proof of the payment of such duties, taxes, or license fees, the Contractor will be reimbursed for the amount of payment therefore.

c. Contractor-owned or controlled material, equipment, and supplies sold or disposed of by the Contractor may be subject to the imposition of local duties and within the Host country taxes. No reimbursement will be made under this clause for such transactions.

d. The Contractor shall maintain an inventory control and accounting system adequate to reflect the usage and disposition of all contractor-owned property which has entered the country duty-free under this contract.

H. SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is required of dependents and guests of employees, who may, in any manner, obtain knowledge of the Host Government military capacity. Taking of photographs of any airport, military installation, or military facility is prohibited.

I. PARTNERING

To execute this contract to the mutual benefit and satisfaction of the Government, the contractor, subcontractors, and the customer, the Government proposes to form a partnering relationship with the contractor. Partnering is defined in US Army Corps of Engineer Pamphlet Number 4, entitled PARTNERING IWR Pamphlet-91-ADR-P-4. Copies are available, upon request, from the Contracting Officer. This partnering relationship will highlight the strengths of the Parties involved in a bilateral commitment to produce a quality project that is done right the first time, the right way, for the right reasons, within budget, and completed on schedule to the customer's satisfaction. Partnering is voluntary. So, the government agrees that the contractor's participation is voluntary. If the contractor volunteers, the parties agree that all costs associated with effectuating this partnership shall be shared equally by the Government and the contractor. The contractor agrees that all costs incurred by the contractor establishing this partnership will not increase the contract price.

J. CONTRACTOR'S AIRCRAFT OPERATION

The United States Government does not guarantee the Contractor the right to operate aircraft in and out of AEDs AOR. If the Contractor desires to operate aircraft in-country, in association with work under this contract, he will be responsible to obtain, interpret, and comply with all regulations, procedures, and laws of the specific country in AED's AOR, including all permits, operations and aircraft entrance requirements from the appropriate Government officials.

K. CONTRACTOR'S RADIO COMMUNICATION FACILITY

The United States Government does not guarantee the Contractor the right to operate a radio communication facility in AED's AOR. If the Contractor desires to establish a radio communication system, he will be responsible for obtaining all permits, licenses, and frequencies from the Host Government of the specific country in AED's AOR.

L. PAYMENTS TO THE CONTRACTOR

All payments made by the Government to the contractor for work performed under this contract will be made in U. S. Dollars. The invoices will be processed through specific USACE Overseas Resident Offices and payment will be made by the specific Payment Office on each individual task order. Payment can be made electronically or by check.

--END OF SECTION--

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACT ADMINISTRATION

This contract is administered by:

U.S. Army Corps of Engineers
Afghanistan Engineer District
ATTN: Qalaa House
APO AE 09356

The Program Manager assigned to this project is Steve Bredthauer, e-mail address.

Stephen.R.Bredthauer@usace.army.mil. The Contract Specialist assigned to this project is [Demetria Chunn](mailto:Demetria.Chunn@usace.army.mil), e-mail address Demetria.Chunn@usace.army.mil.

Payment Information: Payment shall be made in accordance with Contract Clause 52.232-1 entitled "Payments Under Fixed Price Service Contracts". The Resident Engineer shall submit an ENG Form 93, Payment Estimate, to the address indicated to the attention of CEAEN-PM.

--END OF SECTION--

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

Questions and Answers for Demining MATOC

1. SOW Paragraph 1.16, Transportation of USACE Personnel in Support of Contract: the section states that the contractor "shall provide security personnel for USACE personnel in support of the contract." Would it be suffice to have qualified LN security or must we use expatriate security personnel?

Para. 1.16 is being deleted from the solicitation.

2. SOW Paragraph 1.16, Transportation of USACE Personnel in Support of Contract: will the ECM be Government Furnished Equipment?

Para. 1.16 is being deleted from the solicitation.

3. Additional Instructions Paragraph 1.3.1.1, Facilities Within the Mobilization Site: this section states that "all facilities within the contractor's mobilization site shall be of substantial construction." Please provide your interpretation of what is meant by "substantial construction". Does some particular written standard apply?

EM 385-1-1, section 4 covers temporary facilities. If the contractor were to install any type of temporary facility at a demining project, the minimum requirements of this section would need to be met. Regarding the ASCE reference in section 04.A.02 of EM 385-1-1, either that standard or an equivalent international standard would need to be followed. Bottom line is any temporary facility must be sanitary, safe, and able to withstand the climate and weather for the region.

4. Additional Instructions, Paragraphs 1.3.4 through 1.14: these sections discuss construction tasks that, in our past experience in Afghanistan, are normally the duties of the construction contractor for whose project the demining and UXO clearance is being done. How do these sections apply to the demining/UXO clearance of the Statement of Work? Are the successful bidders required to build camps from which to conduct clearance operations?

If the contractor is required to construct a road or make any other improvements for access to a work site, it is the contractor's responsibility to coordinate with any government agency. There may not be a construction contractor associated with the Task Order, as the demining and UXO clearance may be taking place weeks in advance of start of construction at the site.

5. Clause entitled Defense Base Act Insurance Rates – Limitation – Fixed Price (April 2008): please confirm that demining/UXO clearance personnel fall under the Services category of \$4.00 per \$100 of compensation?

Yes, this is a services contract.

6. Section L.B.2, Factor 4 – Personnel and Equipment Resources Plan: can key personnel positions be filled by LNs provided that they meet the requirements listed in the instructions?

Yes, as long as they meet the requirements.

7. SOW Paragraph 1.7, General: this section states that “all scrap metal debris found is the responsibility of the contractor.” We assume that this reference does not apply to scrap metal debris of any and all types. Please define what the USACE classifies as scrap metal debris and as well as the size criterion to be used.

Any scrap metal that interferes with UXO/mine detection will need to be removed from the site so that an effective survey can be performed. Typically the scrap metal will be staged in an area agreed upon by the contractor and the Corps, and disposal options discussed for each Task Order.

8. SOW Paragraph 1.13, Explosive Ordnance Disposal (EOD): please confirm that the specified EOD team is required to have available detection instrumentation and that the team's role is not merely visual inspection.

The intent is to have a qualified person, with instrumentation on-hand, to support construction operations, specifically excavations. This section applies to a CLIN that is exercised only on an as-needed basis for support of active construction projects.

9. Additional Instructions Paragraph 1.18, Work Outside Regular Hours: please clarify the intent of this paragraph with regard to night operations and the use of exterior lighting as IMAS specifically prohibits the conduct of demining and UXO clearance operations at night.

Demining is prohibited at night, but there may be other contractor operations associated such as mobilization and demobilization, hauling of scrap metal off the site, and equipment operations not part of the demining. If so, night operation requirements found in the Corps safety manual must be followed.

10. Additional Requirements Paragraph 1.56, On-Site Photography Prohibition Photography has been a normal part of the documentation of all previous demining/UXO clearance operations in Afghanistan.

We assume that photography is allowed for project documentation purposes but that all such photography is subject to review by the USACE. Please confirm our assumption.

There are some demining operations on military installations and FOBs where all photography is prohibited except for authorized personnel due to security reasons. This applies in Afghanistan and military bases around the world. If there were local restrictions, the Corps would help coordinate with the local base Commander on obtaining permission for photography.

11. Additional Requirements Paragraph 1.66, TAC Form 61: was this form supposed to be attached to the RFP?

This form is obsolete and shall be deleted as a requirement.

12. Per RFP Paragraph 1.16 and 1.16.1, Level B6 Armored vehicles are required:

What is the anticipated frequency and duration of use for the B6 Armored vehicles (i.e., used 7 days a week, or just 30 days total per year, etc.)?

We are deleting RFP Paragraph 1.16 (CLIN 000110, 100010,200010), Transportation of USACE Personnel in Support of Contract. .

Also, will we be able to use government furnished Electronic Counter-Measure (ECM) equipment as opposed to “off the shelf” technology that may not be as reliable due to adapted enemy TTP?

We are deleting RFP Paragraph 1.16 (CLIN 000110, 100010,200010), Transportation of USACE Personnel in Support of Contract.

13. Per RFP L.A. (page 62) says we must use Times New Roman 12 pt font. For tables and captions, may we use Arial 9 pt font, or other? Arial font is much easier to read on these tables.

Yes.

14. Section L, Page 62 of 70, A. Proposal Preparation...in Times New Roman 12-Point:

Will the Government consider allowance of a smaller font for graphics, tables, and charts?

Yes, as long as the font is easily readable.

Will Graphics, Tables, and Charts be excluded from the page count limitation for Volume I?

No.

Will 11 X 17 pages be allowed? If so, will these pages be counted as one or two pages?

No.

15. Section L, B.2., Page 63 of 70, Factor 1 Past Performance, The Offeror may provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project: will this information be page-counted?

Yes.

16. Section L, B.2., Page 63 of 70, Factor 3 Project Management Plan, DO NOT provide biographical information in this section: please clarify what is meant by “biographical information”.

DO NOT include resumes or experience of proposed personnel in this section.

17. Section L, B.2., Page 63 of 70, Factor 3 Project Management Plan, sixth and seventh bullets, Logistics Management – procedures for ordering and timely delivery of construction supplies AND include a plan to support concurrent construction at multiple sites: Is there significant construction inherent in this RFP/SOW?

We do not anticipate significant construction. There will be occasional demolition of abandoned structures as part of demining.

18. Reference, Section L, B.2., Page 63 of 70, Factor 2 – Demining and UXO Remediation Experience: Fifth Bullet: Project cost (survey, investigation, removals, report of clearance): does the Government want individual costs for each of the elements: survey, investigation, removals, report of clearance?

No. A lump sum total is acceptable.

19. Section L, Part 1, Paragraph A – The second paragraph states, “The Volume I proposal is limited to no more than 60 single-sided or 30 double-sided pages, printed on 8-1/2" x 11" [emphasis added] sheets...” Would it be acceptable to submit Volume I in either 8-1/2" x 11" or A4 format? The A4 format is the international standard and readily available in country.

The A4 format is acceptable.

20. Section M, Paragraph C.5.2 is modified as follows to clarify a sentence and remove an ambiguity:

C.5.2 Offerors that are joint ventures or partnerships should clearly describe the separate roles to be performed by the participants in those joint ventures or partnerships regarding the *technical capabilities*. Offerors that have major subcontractors should be clearly identified so that the subcontractors are clearly made known to the Government at the time proposals are submitted. The Government will take note of the *past performance, demining and UXO remediation experience, project management, and personnel and equipment resources plan* of these subcontractors but to a much less favorable degree than the Government would if those same subcontractors were members of a joint venture arrangement. There is an exception to this rule: if the offeror convincingly demonstrates that a particular major subcontractor has had a long term contractual relationship with the offeror (to include only one member of a joint venture) then the Government will give greater weight to that subcontractor’s *past performance, demining and UXO remediation experience, project management, and personnel & resource commitment* contribution to the offeror’s organization. The Government considers so-called “teaming arrangements” as being similar to prime-subcontractor arrangements. If a participant in a *teaming arrangement* is not to be a signatory to the contract with the Government then the Government considers that non-signatory

participant as a subcontractor to the prime contractor offeror. In such a case, the Government will conduct its evaluation accordingly. ~~However, if the offeror's designer(s) are either a part of teaming arrangement or simply subcontractor(s) to the offeror then the Government will evaluate the designer(s) as if it were a full member of a joint venture as far as technical capabilities and past performance are concerned.~~

21. Will the government provide explosive donor materials?

No.

22. Does the government have the right to issue unilateral task orders?

Yes.

23. In the event that there are multiple contractors, what criteria will be used for award of individual task orders?

The Government would use any method deemed appropriate for the circumstances of the task order in line with Fair Opportunity requirements of FAR

24. Will all selected contractors be permitted to propose for all task orders?

The Government is required to follow FAR 16.505, Ordering. Please review this part of the FAR.

25. Paragraph 1.1 of the Statement of Work states "The contractor shall be fully accredited by the United Nations Mine Action Coordination Center of Afghanistan (UNMACCA) and the Afghan Mine Action Authority (AMAA). Operational accreditation from the UNMACCA must be in place before implementation of demining activities. The contractor will also be registered with the Afghanistan Government for mine and UXO clearance services." Will appropriate accreditation of a designated team subcontractor that will perform all of the demining and UXO clearance work be sufficient to satisfy this requirement and receive full credit?

Yes.

26. Must the prime contractor be individually accredited by UNMACCA and AMAA?

No.

27. Must a joint venture be specifically accredited, or may one of the joint venture partners be accredited appropriately by UNMACCA and AMAA?

Only one partner requires accreditation.

28. On the average, what average number of acres do you expect to be cleared in an individual task orders? Is there a practical range of project sizes that can be expected.

100 square meter to 1.5 million square meters—average is between 150,000-400,000 square meters.

29. CLINs 000109, 100009 and 200009 require single unit pricing for: "Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams", but paragraph 1.15 of the Statement of Work says "Additional Mechanical Equipment for BAC or Demining Task: This section allows the contractor during the course of work to add additional equipment as needed to complete on time. If or at any time during the task order a differing on-site condition is found that requires the use of more equipment than what is currently on-site, then the line item will allow for multiple equipment assets to be added to the task in order to assist in clearing successfully and on time. Additional equipment will be negotiated as part of the task order or added through a contract modification." Should zero dollar amount or individual rates for all possible equipment be listed, or for purposes of consistency, is there a particular type(s) of equipment you would prefer to be priced for this evaluation? Should these prices also include the cost of qualified operators?

The contractor will propose the types of equipment required and the costs. These costs are inclusive to include the operator, fuel, etc...

30. Will this contract be used throughout Afghanistan, or will AED South have a similar contract?

This contract will be used throughout Afghanistan at this time.

31. Please confirm that references to EOD Level I, II and III relate to the qualifications contained in IMAS, rather than the UXO Technician I, II and III in Department of Defense Explosives Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for Unexploded Ordnance (UXO) Technicians and Personnel.

EOD personnel I,II,III & IV requirements must meet all IMAS, AMAS & DoD Standards. US Citizens and Expats other than Afghan Nationals must comply with ALL standards to include Department of Defense Explosives Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for Unexploded Ordnance (UXO) Technicians and Personnel. At a minimum, Afghan Local National personnel have to meet IMAS & AMAS standards.

32. Reference, RFP Section L, Factor 4 – Personnel and Equipment Resources Plan, page 64, identifies the position of UXO Operations Manager as one of the five "Key" personnel positions: the title UXO Operations Manager indicates that this individual should be UXO-qualified. Since the Operations Manager will be responsible for all operations, which would also include items such as security and life support functions, is it necessary for this individual to be UXO-qualified or will the Government remove the UXO requirement for this position?

This reference to UXO-qualification for the Operations Manager will be removed from the contract solicitation, as long as the contractor understands that they will still have to abide by all IMAS, AMAS and US DoD standards concerning contract personnel on a site performing UXO / De-Mining tasks.

33. How likely is it that a single contractor will be operating concurrent task orders at multiple sites and if so, an estimate how many?

It is highly likely that there will be concurrent task orders at multiple sites. At this time, the number of sites is unknown.

34. Will USACE be providing explosives or will this be a contractor's responsibility?

USACE will not provide explosives; this is a contractor responsibility.

35. Clarify the roles/responsibilities of the UXO Operations Manager and the UXO Site Supervisor (these are not listed in TP-18 'Minimum Qualifications for UXO Technicians and Personnel' which was issued with an RFP earlier this year.

The UXO Operations Manager is not one of the five "key" personnel positions requiring Un-Exploded Ordnance or Mine training prerequisites, according to the IMAS, AMAS and DoD standards. This reference to UXO-qualification for the Operations Manager will be removed from the contract solicitation; the contractor will still have to abide by all IMAS, AMAS and US DoD standards concerning contract personnel on a site performing UXO / De-Mining tasks.

36. How many sites are there to be assessed/cleared in total and how many of them will be within 1 km of the identified cities and how many of them will be at remote locations?

It is unknown at this time how many sites will need to be assessed or cleared. In the past, about half of the sites have been within 1 km of the identified cities.

37. Can you confirm the exact locations of all sites that need to be assessed/cleared?

Not at this time. Sites may be located anywhere within Afghanistan.

38. What are the site sizes?

Site sizes are unknown at this time, but in the past, sites have ranged from 100 square meters. to ~ 1.5 million square meters per Task Order.

39. Para. 1.10 defines a remote site as being 100 kilometers from the nearest ISAF base but para. 1.9 and 1.11 define a remote site as being 20 kilometers – which is it or is it a different definition for Site Surveying, BAC and demining?

A remote site is defined as 20 kilometers from the nearest ISAF / Afghan National Security Forces (ANSF) base for each condition; it will be revised for para. 1.10.

40. Para. 1.14 mentions 2 vehicles, please confirm this refers to Armored Vehicles.

It is up to the Contractor to determine what type of vehicle it chooses to use.

41. Para. 1.14 vehicles do not have a prescribed standard. Is there a standard to meet in the manner prescribed in 1.16?

No standard. We are deleting RFP Paragraph 1.16 (CLIN 000110, 100010,200010), Transportation of USACE Personnel in Support of Contract.

42. Para. 1.16 refers to ECM. Please confirm this is GFE and installation will be the responsibility of the USG?

Para. 1.16 is being deleted from the solicitation.

43. Is there a requirement to have cleared personnel in the vehicles which have USG provided ECM?

Para. 1.16 is being deleted from the solicitation.

44. Para. 1.16. What is the likelihood of USACE requiring more than one escort team to support their personnel in support of the contract? Should multiple teams be required, please confirm how many and the locations where they should be based?

Para. 1.16 is being deleted from the solicitation.

45. Para. 1.16.4 refers to acceptance by USG. Is the supply of the vehicles to the USG to be contractor purchased government owned?

Para. 1.16 is being deleted from the solicitation.

46. Para. 1.3. Where are the designated Mobilization Areas? Are these areas on FOBs or ANA bases and are they areas which require Force Protection measures?

Mobilization Areas are project dependent. It is up to the Contractor to determine the site for its Mobilization Area, once USACE gives the Task Order with grid coordinates of areas that need to be cleared. The Contractor will determine whether they need to provide Force Protection measures.

47. Para. 1.3.2 mentions other mobilization areas and it is implied that the contractor will be required to live on what appears to be a remote site. Again, where are these areas and is there any requirement for Force Protection measures?

Project sites are unknown at this time, as are any requirements for Force Protection measures. All life support issues for the contractor on all sites remote or local are solely the responsibility of the contractor.

48. Para. 1.12 Please confirm bore holes are acceptable for non potable water supply.

Non potable water supply will be approved by the Contracting Officer on a project by project basis.

49. Reference JCC-I CLAUSE 952.225-0009 Medical Screening and Vaccination Requirements for Locally Hired Employees (Mar 2009). Comment and question: It is extremely unlikely that the population pool of local nationals in Afghanistan would have had this level of pre-employment screening. In particular, the Typhoid inoculation must be completed within two years prior to the date of employment. The attendant cost to achieve this level of medical screening when combined with the unlikely availability to have local nationals to choose from is in effect setting up a practical level of impossibility to achieve the intent of this clause. Our question is this: Would the Government

consider some level of waiver or limit the screening to some more practical capacity that a local medical team could achieve and producing valid 'fit for duty' certificates signed by a medical practitioner?

JCC-I CLAUSE 952.225-0009 Medical Screening and Vaccination Requirements must be followed; there will be no waiver.

50. Reference to Survey, BAC and Demining operations at sites other than within one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field and within one kilometer radius of the mentioned sites: could you tell us the total approximately square meter area of the mentioned sites and the number of assets required for these (Manual, MDD, Mechanical and EOD)?

Unknown at this time, but in the past, site sizes have ranged from 100 square meters to about 1.5 million square meters per Task Order. This is a Multiple Award Task Order Contract (MATOC). The number of assets for each Task Order is contractor-dependent, as long as all clearance work is in accordance with all IMAS and AMAS standards for quality assurance.

51. Will it be a contractual requirement to provide all the Key Personnel for the project or where practicable can we combine roles?

You may combine roles as long as you have the appropriate qualified personnel on each independent task order work site, in accordance with IMAS and AMAS standards.

52. Can you confirm whether organizational charts, mobilization charts, SOPs, methodologies etc... are included in the page count?

Yes.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

SECTION L

PROPOSAL PREPARATION

PART 1 – GENERAL

A. PROPOSAL PREPARATION. Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one original, 1 copy, and 1 electronic copy on CD of the Volume I Technical-Management and Volume II Cost/Price proposal. Volume I and Volume II shall be clearly marked and sealed. The proposal shall be submitted as required herein and elsewhere in the solicitation.

Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror, the offeror's DUNS number, and the project. The second sheet shall be a table of contents. The Volume I proposal is limited to no more than 60 single-sided or 30 double-sided pages, printed on 8-1/2" x 11" sheets, in Times New Roman 12-Point; this page limit does not include the cover sheet and table of contents. Do not submit any extraneous materials with the proposal like the solicitation and any issued amendments.

B. PROPOSAL EVALUATION & AWARD:

B.1 Proposals will be evaluated considering the following five evaluation factors: *Factor 1: past performance; Factor 2: demining and UXO remediation experience; Factor 3: project management; Factor 4: personnel and equipment resources; and Factor 5: price.* The award(s) will be made to the offeror(s) whose proposal(s) represent the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offer or other than the highest rated offer.

B.2 VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

Factor 1 - Past Performance:

For the projects listed under Factor 2, Experience, provide the following information:

- Customer Point of Contact (name, telephone, email) for performance information
- List the problems encountered and the corrective actions taken
- List of change orders and circumstances associated with them
- Project time duration beyond the original performance period and reasons for increase in schedule duration
- Project cost in dollars beyond the original contract amount and reasons for increase in cost.
- Safety record and accident report

The offeror may also provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project.

Factor 2- Demining and UXO Remediation Experience: Demonstrate the experience of the team, including sub-contractors, on projects equivalent to the UXO/Demining Investigation and Removal project in a combat environment as described in this RFP. Provide a list of at least four (4) and no more than five (5) similar and relevant projects underway or completed in the last four years that best demonstrates past experience. The list of projects shall include the following information:

- Project name and location.
- Nature of firm's responsibility (prime or subcontractor).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Project completion date and duration (estimated if in progress) and discussion of concurrent work at multiple job sites.

- Project cost (survey, investigation, removals, report of clearance)
- Equipment used for the project
- Brief explanation that illustrates the capabilities of the contractor or joint-venture and relevant job experiences.

Factor 3 – Project Management Plan: The Project Management Plan shall include the following:

- Procedures used to manage the clearance process. Include a discussion of management of concurrent work at multiple job sites.
- Provide an organization chart and team responsibilities.
- Quality control and safety management processes.
- Process to control cost and schedule growth.
- Interaction process with the Corps of Engineers and the roles that the team members will have in dealing with significant issues.
- Logistics Management – procedures for ordering and timely delivery of construction supplies.
- Include a plan to support concurrent construction at multiple sites.

Do NOT provide biographical information (resumes or experience of proposed personnel) in this section. Page limit for Factor 3 is fifteen pages.

Factor 4 – Personnel and Equipment Resources Plan: Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in UXO/Demining on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances, they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **eight** years of professional experience.

- **UXO** Operations Manager
- UXO Site Supervisor
- UXO Quality Control Manager
- UXO Safety Officer
- Level III EOD Specialist

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan contractors and labor in numbers or percentages.

Provide equipment resources to be utilized for this project (i.e. offices, shops, warehouses, machinery, construction tools, vehicles, loaders, etc.) and other resources (i.e. cooperating companies supplying materials and/or services)

B.3 VOLUME II - COST/PRICE PROPOSAL PREPARATION

Proposal Schedule. Offeror's shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section B herein. Overhead and profit and all other costs associated with the execution of this project shall be applied proportionally to each category and shall not be required to be shown separately. All costs and prices shall be firm-fixed.

Cost/Price Supporting Information. In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this project.

B.4 CLARIFICATIONS AND PROPOSAL REVISION:

Clarifications Prior to Proposal Due Date: In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the solicitation. Any changes made to the solicitation will be made via an amendment, which will be disseminated online to all interested offeror's.

Initial Offer: The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

--END OF SECTION--

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov or www.farsite.hill.af.mil

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

SECTION M**PROPOSAL EVALUATION AND CONTRACT AWARD****PART 1 – GENERAL**

A. BASIS FOR AWARD. The Government intends to make one or more awards for completion of the subject project. The awards will be made to the one or more offeror(s) whose proposal(s) represent the best overall value to the Government.

B. PROPOSAL EVALUATION.

B.1 Proposals will be evaluated by a Source Selection Evaluation Board (SSEB). The SSEB will be composed of Corps of Engineers personnel and possibly a customer representative. The identity of SSEB members is confidential and members will not be available for contact or discussion prior to submission of proposals.

B.2 Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offers.

B2.1 Deficiencies. A **deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

B2.2 Strengths. A **strength** is an aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or that represents a significant benefit to the Government.

B2.3 Weaknesses. A **weakness** is a flaw in the proposal that increases the risk of unsuccessful contract performance. A "**significant weakness**" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

B2.4 Mandatory Requirements/Omissions. The technical proposal contains certain mandatory or minimum requirements. Use of words in the evaluation criteria such as "*will*," "*shall*" or "*must*" indicates a mandatory requirement. Failure to satisfy any mandatory or minimum requirement may result in a determination that an offer is **unsatisfactory**, as a function of the significance of the omission or deficiency.

1. VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL EVALUATION CRITERIA.

1.1 Content

1.1.1 Factor 1 – Past Evaluations/Performance. Past performance may be evaluated by contacting references for indications of customer satisfaction and review of performance evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the relevance and recentness of the past performance information, as well as the success achieved on past projects to determine the rating. Proposals with the most convincing evidence will receive the highest ratings. In the event that an offeror does not have a record of past performance, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be

evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

1.1.2 Factor 2 – Demining and UXO Clearance Experience. Demining and UXO Clearance

Experience. The Government will evaluate the experience of the contractor and the proposed team, including subcontractors, on projects similar to that described in this RFP which use the UXO/Demining investigation and removal processes. A contractor will receive a higher rating if they demonstrate experience and successful past performance on projects listed in Factor 1, with at least four (4) similar relevant large-scale (up to 2.5 million square meters) demining projects in a combat environment; experience with working multiple sites; experience with multiple onsite pieces of armored mechanical equipment, such as armored front-end loaders, excavators, and mechanized armored rolling capability with detonation trailers; experience with mine labs detectors, broad loop detectors, and hand-held magnetometers for sub-surface detection, with capability of detection down to one meter depth or more for debris laden sites; and compliance with International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), and US Department of Defense, and US Army Corps of Engineers standards, including the Corps of Engineers Safety and Occupational Health Manual, EM 385-1-1,. The contractor should demonstrate UXO/Demining investigation and removal experience in Afghanistan at multiple sites.

1.1.3 Factor 3 – Project Management Plan.

The Government will evaluate and rate the project management plan, including the team structure and responsibilities of team members; the management approach for the clearance process, including effective coordination between UXO/Demining teams and security personnel; the quality control process; and the level of clearance proposed for sites. The Government will evaluate the offeror's plan to control quality throughout the investigation and removal phases of the project and the ability to minimize time growth due to changes, unforeseen circumstances and delays. Proposals with the most convincing evidence will receive the highest ratings.

The Government will evaluate issue resolution processes, and the offeror's commitment to control cost growth by maintaining the project budget during investigation and removal; reviewing cost control systems and procedures; developing cost savings proposals; developing plans to minimize cost overruns; and planning to maximize user requirements while minimizing or maintaining costs. The evaluators will rate the offeror's commitment to interact with the Corps of Engineers and the roles that the team members will have in dealing with site condition changes, resolving potential delays, attending progress meetings and facilitating contract completion and closeout. Proposals with the most convincing evidence will receive the highest ratings. Offerors which deviate from RFP specifications or requirements may be considered weak or deficient.

1.1.4 Factor 4 – Personnel and Equipment Resources.

Personnel. The Government will evaluate the qualifications and experience of the proposed project key personnel and the commitment to participate in this project. Contractor personnel shall also have in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS, AMAS and DoD standards. Contractors with similar resources will receive a higher rating than those with dissimilar or non-relevant project experience. Proposals with the most convincing evidence will receive the highest ratings. The contractor's utilization of Afghan personnel will also be evaluated.

The Government will evaluate the adequacy of the offeror's proposed personnel and other resources to successfully complete the project. Proposals with the most convincing evidence will receive the highest ratings.

The contractor must discuss their intent or plan to utilize local labor and subcontractors when replying to evaluation factors.

Equipment Resources- The Government shall evaluate the adequacy of the offeror's equipment resources to determine successful project completion.

1.2 Format. Proposal will be evaluated based on adherence to format requirements of Section L, Proposal Preparation.

2. VOLUME II - COST/PRICE PROPOSAL EVALUATION. A price analysis will be conducted. The price shall be included as a specific evaluation criterion in every source selection; however, price will not be scored. Review of contractor price data will consist of analysis to determine that prices are fair and reasonable, responsive and responsible. The Government will evaluate the *completeness and reasonableness* of each offeror's proposal using the cost or pricing information as well as the accompanying *written descriptions* pertaining to *methods, techniques, approaches, assumptions, etc.*, that offerors provide along with offerors' cost/fee proposals for the sample tasks involved. *Completeness* will be determined by comparing the items contained within an offeror's price proposal with the Government's estimate. *Reasonableness* will be determined by comparison of an offeror's proposed prices against each other and the Government's estimate. Since the Government's evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for an award because of unreasonable, unrealistic, incomplete, inaccurate, non-current cost proposal information. Offerors are cautioned to make all accompanying written descriptions complete, clear and understandable. The Government will not be responsible for any misunderstandings concerning the basis for costs proposed by an offeror that results from that offeror's failure to provide written descriptions that are clear, complete and easily understood.

C. METHOD OF PROPOSAL EVALUATION

C.1 Proposals will first be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

C.2 In evaluating the proposals, the Government will consider the following five evaluation factors: *past performance, demining and UXO remediation experience, project management plan, personnel & equipment resource plan, and price*. The Government will evaluate the offerors' proposals in such a manner as to assign adjective ratings for the first four factors. The Government will not assign adjective ratings to the fifth factor or its associated subfactors but will evaluate whether the cost and pricing portions of the proposals are complete and reasonable.

C.2.1 The four non-pricing factors: *past performance, demining and UXO remediation experience, project management plan, and personnel and equipment resource commitment*, will be evaluated on a best-value basis. They are listed in descending order of importance. The four non-cost/pricing factors, taken as a group, shall weigh significantly more than the price factor in the evaluation and selection process.

C.2.2 In evaluating proposals and making the awards, the Government is more concerned with obtaining superior non-pricing features than with making awards at the lowest price. Stated another way, the Government prefers to select offerors with superior *past performance, experience, project management, and personnel & resource commitment* for the type of work involved rather than to select offerors with relatively small price savings but with much less advantages in their non-pricing potential.

C.3 Mandatory requirements and non-mandatory requests for information: There are contained within the non-pricing factors to be rated certain mandatory or minimum requirements. Failure to satisfy any mandatory or minimum requirement may result in a determination that an offer is *unsatisfactory*, as a function of the significance of the omission or deficiency. (Minor omissions or deficiencies with respect to mandatory requirements shall be noted as disadvantages in the evaluation process.) A final determination by the Government's Source Selection Authority (SSA) that an offer is *unsatisfactory* means that an award to the offeror involved, without correction first being made, cannot occur. Corrections are normally made only as a part of discussions. The Government makes no representation as to whether discussions will or will not be held. Any decision in regard to the matter of discussion will be at the sole discretion of the SSA. Use of words in the evaluation criteria such as "*will*," "*shall*" or "*must*" indicates a mandatory requirement. Failure to comply with non-pricing or pricing requirements that are annotated with words such as "*should*" or "*may*" might result in a lowering of an offeror's non-pricing ratings involved or may have significant effect upon an offeror's price evaluation, the precise nature of the circumstances involved being the determining factors.

C.4 Conduct of discussions: Offerors are informed that the Government does not intend to conduct discussions as a part of the evaluation and selection process. However, the Government reserves the right to conduct discussions if it is determined by the Government's Source Selection Authority to be in the best interests of the Government to do so. Therefore, offerors are cautioned to provide all the information required and requested by the solicitation at the time of its initial proposal submission.

C.5 Non-Pricing Evaluation Factors and Sub-factors: Any information that an offeror desires to be considered in the non pricing evaluation of a given factor must be included within the distinct sections of the offeror's non pricing presentation for that factor. Failure of an offeror to comply with this instruction may result in the information presented not being evaluated for the non-pricing factor that was intended by the offeror. This in turn might result in lower evaluation ratings being assigned, and a fewer number of strengths and more weaknesses being identified, which might also affect the selection process. Such failures as the result of an offeror not following this instruction will be the sole responsibility of the offeror and not that of the Government. All non-pricing evaluation criteria shall be evaluated using reasoned judgment that results in the assignment of adjective ratings (e.g., from high to low: *excellent, good, satisfactory, marginal, or unsatisfactory*). Proposals that are determined to be non-responsive (lacking in mandatory information) will be determined to be *unacceptable*. In addition, *risk* evaluations will be made based upon the adjective ratings of (*low risk, medium risk, or high risk*).

C.5.1 Offerors are cautioned to explicitly explain which of its offices will be responsible for the various areas of interest to the Government that is addressed in the subfactors described below. Failure to explicitly describe how these areas of interest will be accomplished, and by whom, in the offeror's organization may result in lower ratings or additional *weaknesses* and *associated risks*.

C.5.2 Offerors that are joint ventures or partnerships should clearly describe the separate roles to be performed by the participants in those joint ventures or partnerships regarding the *technical capabilities*. Offerors that have major subcontractors should be clearly identified so that the subcontractors are clearly made known to the Government at the time proposals are submitted. The Government will take note of the *past performance, demining and UXO remediation experience, project management, and personnel*

and equipment resources plan of these subcontractors but to a much less favorable degree than the Government would if those same subcontractors were members of a joint venture arrangement. There is an exception to this rule: if the offeror convincingly demonstrates that a particular major subcontractor has had a long term contractual relationship with the offeror (to include only one member of a joint venture) then the Government will give greater weight to that subcontractor's *past performance, demining and UXO remediation experience, project management, and personnel & resource commitment* contribution to the offeror's organization. The Government considers so-called "*teaming arrangements*" as being similar to prime-subcontractor arrangements. If a participant in a *teaming arrangement* is not to be a signatory to the contract with the Government then the Government considers that non-signatory participant as a subcontractor to the prime contractor offeror. In such a case, the Government will conduct its evaluation accordingly. ~~However, if the offeror's designer(s) are either a part of a teaming arrangement or simply subcontractor(s) to the offeror then the Government will evaluate the designer(s) as if it were a full member of a joint venture as far as technical capabilities and past performance are concerned.~~

C.6 The Government may reject any or all proposals and waive minor irregularities in proposals.

D. SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, is the Best Value to the US Government, price and other factors considered.

--END OF SECTION--

(End of Summary of Changes)

Section B - Supplies or Services and Prices

Item No.	Description	Qty	Unit	Price
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For purposes of price evaluation only, assume all Square Meter (SM) pricing is for 1000 SMs.

BASE PERIOD**UXO/Mine Clearance**

0001	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award	1	LS	\$16,000,000.00 NOT TO EXCEED
000101	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field. Does not include Remote Sites by definition (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$ _____
000102	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM	\$ _____
000103	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$ _____
000104	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM	\$ _____

000105	Site Survey report and Battle Area Clearance (square meter rate) at Remote Sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
000106	Site Survey report and Demining (square meter rate) at Remote Sites over 100 kilometers from closest ISAF location and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
000107	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
000108	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
000109	Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____
000110	Transportation of USACE Personnel in Support of Contract (PWS Paragraph 1.16)	1	Per Day \$ _____

Total for Base Year: \$ _____
(Includes all items 000101- 000109)

OPTION YEAR 1

UXO/Mine Clearance

1000	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option	1	LS \$16,000,000.00 NOT TO EXCEED
100001	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one		

	kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field; Does not include Remote Sites by definition. (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
100002	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
100003	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
100004	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
100005	Site Survey report and Battle Area Clearance (square meter rate) at remote Sites, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
100006	Site Survey report and Demining (square meter rate) at remote sites over 100 kilometers from closest ISAF location, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
100007	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site 1 (PWS Paragraph 1.1.3)	1	Per Day \$ _____
100008	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
100009	Additional Use of Equipment as needed for		

Areas that require mechanical assets other than
Assigned to normal clearing teams
(PWS Paragraph 1.1.5)

1 Per Day \$ _____

~~100010 Transportation of USACE Personnel in~~
~~Support of Contract (PWS Paragraph 1.16)~~

~~1 Per Day \$ _____~~

Total for Option Year 1:

\$ _____

(Includes all items 100001- 100009)

OPTION YEAR 2

UXO/Mine Clearance

2000 Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option **1 LS \$16,000,000.00 NOT TO EXCEED**

200001 Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field; Does not include Remote Sites by definition (PWS Paragraph 1.9, 1.10, and 1.12) 1000 SM \$ _____

200002 Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12) 1000 SM \$ _____

200003 Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12) 1000 SM \$ _____

200004 Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases,

	and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
200005	Site Survey report and Battle Area Clearance (square meter rate) at remote Sites, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
200006	Site Survey report and Demining (square meter rate) at remote sites over 100 kilometers from closest ISAF location, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
200007	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
200008	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
200009	Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day \$ _____
200010	Transportation of USACE Personnel in Support of Contract (PWS Paragraph 1.16)	1	Per Day \$ _____

Total for Option Year 2: \$ _____
(Includes all items 200001- ~~200009~~)

TOTAL PROPOSAL PRICE: \$ _____

CONTRACT MINIMUM/MAXIMUM AMOUNTS: Pursuant to FAR 52.216-22(b), the maximum ceiling amount for this contract is \$48,000,000 and the minimum amount is \$10,000 for the life of the contract. NAICS CODE: 562910 –Remediation Services.

Section C - Descriptions and Specifications

STATEMENT OF WORK
Services Contract
Mine and UXO Clearance
Afghanistan Engineer District
Area of Operations

1.0 General

1.1 The contractor shall provide all labor, equipment and materials needed to clear various sites located within Afghanistan of mines and/or unexploded ordnances (UXO). The contractor shall have all labor, equipment and materials in country and be able to provide continuous work on multiple sites simultaneously. All activities shall be conducted in accordance with the International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), Department of Defense Safety Standards (DoD) and US Army Corps of Engineers Standards (USACE). The contractor shall be fully accredited by the United Nations Mine Action Coordination Center of Afghanistan (UNMACCA) and the Afghan Mine Action Authority. Operational accreditation from the UNMACCA must be in place before implementation of demining activities. The contractor will also be registered with the Afghanistan Government for mine and UXO clearance services. The contractor shall provide proof of accreditation to the U.S. Army Corps of Engineer (USACE).

1.2 The contractor shall have available in country or onsite required armored mechanical equipment such as armored front-end loaders, excavator, rolling capability, and personnel carriers. Other such equipment will include, but not be limited to, mine labs detector, broad large loop detector, and Schoenstadt detector capable of detection down to a minimum of 1 meter in depth. The contractor shall have also in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS, AMAS and DoD standards. The contractor is free to select the most cost effective means and methods of clearance as long as the work is executed in accordance with the IMAS, AMAS and DoD standards and meets the standards provided by the US Army Corps of Engineer. The contractor is responsible for providing qualified workers, supervision, quality control, and safety personnel to execute the work in accordance with IMAS, AMAS and USACE standards. Proof of employee qualifications shall be submitted to USACE prior to commencement of clearance.

1.3 It is the Contractor's responsibility to be aware of the risk associated with encountering mines and UXO's and take all actions necessary to assure a safe work environment during the execution of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of and resulting from any Contractor action hereunder. Contractor will report all incidents immediately to the GDA. Initial report will be by phone or email. A written report will follow.

1.4 The contractor shall comply with all pertinent provisions of the most current version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, in effect on the date of the solicitation. The contractor shall prepare and submit an acceptable Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA) in accordance with Appendix A and Section 01.A.13 of the EM385-1-1 manual. Personnel that are knowledgeable in de-mining and UXO operations shall prepare the AHAs, APP's UXO Work and Safety Plan. An AHA and APP will be prepared for each definable feature of work required under this contract. A UXO work and safety plan shall be submitted for review and accepted by the Corps of Engineer before work begins with each task order.

1.5 A temporary perimeter fence or equivalent means of denial will be installed to completely close off the work area at the site. The temporary fence or equivalent shall be a standard design in accordance with IMAS standards to deny unauthorized entry to the site while work is in progress. The contractor shall first clear the area required for the installation of the fence prior to starting the remainder of the site clearance. The contractor shall record the exact location of the fence line using GPS coordinates to show all changes in alignment. The contractor shall remove the fence from the site after the site clearance is completed.

1.6 The contractor shall use the AMAS system of marking to distinguish between hazardous and cleared areas during the clearance operations. The contractor will submit the dimensions of the areas cleared and a copy of the clearance certificate to the UNMACCA for database entry and quality assurance stamping. The contractor will then ensure submittal of clearance report copies to the Afghanistan Mine Action Authority; clearance reports will be entered into the national database at the completion of the Task Order. The final original copy of the stamped clearance report will be included in the clearance package and given to the USACE Contracting Officers Representative or his designee.

1.7 Daily internal quality control checks must be documented and reports made available to USACE upon request. The contractor shall record by type all mines and UXO's found during the clearance operations. All mines, sub-munitions (cluster munitions) will have detailed locations found (GPS Points). A detailed site map showing the clearance progress shall be updated daily during the progress of work. All explosive ordnance found during the clearance operations shall be stored and disposed of in accordance with IMAS and AMAS standards. All scrap metal debris found during clearance operations are the responsibility of the contractor to remove and dispose of offsite.

1.8 Areas within a one-kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, as well as former/existing military bases or installations, shall be considered to be heavily contaminated areas of UXO/Mines and construction debris and shall be weighted differently than other clearance areas in the country.

1.9 Site Survey Report: Contractor will perform a technical survey of the site to include historical and topographical information, site map, photos, technical investigation, conclusions, and proposed clearance recommendations. The report shall be comprehensive and submitted as a written report complete with drawings and exhibits. The contractor's Site Survey Report must be prepared and certified by an individual with Level I EOD qualification or equivalent. The Report shall be coordinated with the United Nations Mine Action Coordination Center of Afghanistan (UNMACA) and USACE prior to commencement of the clearance operations. Remote site location clearance is defined as a site located over 20 kilometers from the closest International Security Assistance Force (ISAF)/Afghan National Security Forces (ANSF) base for each location.

1.10 Battle Area Clearance (BAC): This includes the systematic and controlled clearance of hazardous areas where the threat is known not to contain mines. The contractor will perform 100% surface clearance and subsurface clearance for UXO to a minimum depth of 1 meter or deeper if required to obtain the specified clearance certification. If during BAC operations an emplaced minefield/mine line is discovered, the contractor shall promptly, before the condition is disturbed, stop work, and notify the UNMACCA and USACE's Contracting Officer's Representative (COR). If an emplaced minefield/mine line is found during BAC, operations may be considered of differing site condition and the requirements of FAR 52.236-2 shall apply. When an emplaced minefield/ mine line is encountered at the site, the clearance operation will change from BAC to the higher de-mining standard for the remaining area to be cleared, and the differing site condition shall be addressed as a contract modification. Remote site location clearance is defined as a site located over 20 kilometers from the closest ISAF/ANSF location.

1.11 De-mining: This includes the systematic and controlled clearance of UXO and mine hazards. The contractor will perform 100% surface clearance and subsurface clearance to a minimum depth of 1 meter or deeper if required to obtain the specified clearance certification. All activities shall be conducted in accordance with the International Mine Action Standards (IMAS) and Afghanistan Mine Action Standards (AMAS). Minefield / mine line co-ordinates will be documented and reported to the Contracting Officers Representative (COR) and the UNMACCA to input into GIS. Remote site location clearance is defined as a site located over 20 kilometers from the closest **ISAF/ANSF** location.

1.12 Certificate of Clearance: The contractor shall provide USACE a letter indicating that the site is clear of mines and UXO and is available for construction operations to proceed. A clearance certificate copy will be sent to the USACE (COR) immediately following completion of work and the original will be sent to the UNMACCA for approval and certification stamping, then sent to the USACE COR or representative for data base entry. Although under IMAS and AMAS standards 13 centimeters is the minimum depth of clearance required, all current USACE contracts will be certified clear of UXO/Mine to a depth of 1 meter unless otherwise specified. Any UXO/Mines subsequently found at 1 meter or less in depth after the completion certification is issued and site construction has begun will be disposed of by the contractor at no cost to the government, unless it is proven that the item was placed by a third party with malicious intent after the fact.

1.13 Explosive Ordnance Disposal (EOD): For areas that do not require Demining or Battle Area Clearance, the contractor shall be able to provide, onsite throughout the country of Afghanistan, a qualified person who at a minimum holds a current EOD level 2 certification according to the International Mine Action Standards. If the area does not pose a sufficient threat or hazard to constitute Demining or BAC operations, then the contractor may be tasked to provide this EOD services. For this tasking, the contractor will provide an onsite consultant or spotter during the hours of any operation. The contractor will also be responsible for providing a site leader, a trained field medic or physician, as well as one driver with vehicle. Any MEC that is discovered will be recorded and then destroyed in accordance with AMAS and IMAS standards. This work will be done on construction projects, surveying and mapping, and for digging. The contractor will refer to that site specific PWS for a detail description of the area or areas to be worked.

1.14 Additional Security Teams for Remote or Hostile Areas: This section will be used for the addition of extra teams of Security. If the area to be cleared is in extreme remote locations (over 100 kilometers from the closest ISAF location), where overnight operations are required and the need for additional security is required, the contractor will be required to allocate the necessary teams for this location. If an area is to be considered hostile in such a way that the hostilities exceed the normal conditions of a contingency environment, then additional teams may be added. Examples of hostilities that exceed normal wartime conditions would be kidnapping of civilian personnel with the intent to kill or use for profit or bargaining, burning of equipment used for Demining/ UXO clearing, and the setting of improvise explosive devices around the clearance site with the intent to do harm or disrupt clearance activities. If determined and agreed upon by the contractor and the US Army Corps of Engineers that these or anything in this nature is considered extreme hostile actions, then additional security team(s) may be used. A security team consists of two vehicles and a 10 member team of armed personnel. Additional teams of this matrixes may be used or recommended by the contractor for the above situations. USACE will use the most up to date military intelligence in order to check the validity of these requests. Once the level of additional teams has been agreed upon by the US Army Corps of Engineers, the contractor may configure and deploy teams as deemed necessary in accordance with the most current situation. Additional security teams will be negotiated as part of the task order or added through a contract modification after consultation and agreement with the US Army Corps of Engineers.

1.15 Additional Mechanical Equipment for BAC or Demining Task: This section allows the contractor during the course of work to add additional equipment as needed to complete on time. If or at any time during the task order a differing on-site condition is found that requires the use of more equipment than what is currently on-site, then the line item will allow for multiple equipment assets to be added to the task in order to assist in clearing successfully and on time. Additional equipment will be negotiated as part of the task order or added through a contract modification. The Contracting Officers Representative or designated representative will physically view the area or specific situation before any contract modifications are issued, unless there are security restrictions in place.

1.16 Transportation of USACE Personnel in Support of Contract: Upon receipt of written request by the Contracting Officer or the Contracting Officer's Representative, with a minimum of five (5) days notice, the contractor shall provide security personnel and two (2) up armored vehicles for land transport of USACE personnel in support of the contract. Each vehicles will be supplied with an ECM in accordance with USFOR A guidance. Up armored vehicles will meet the technical criteria shown below:

1.16.1 Full armor ballistic standard protection (all armoring completed by experienced technicians and a Certificate of Compliance provided along with certificates of material testing), Level B6 (NIJIV), for body armor and glass, with additional protective measures:

- 1) Explosive proof gas tank
- 2) Radiator protection/guard
- 3) Battery protection
- 4) 3MM armored steel floor and roof
- 5) Full fire wall protection kit
- 6) Ballistic glass at Level B6 (NIJIV) and feature low spall shielding and multiple impact protection
- 7) Rear bulkhead with view glass and access hatch installed in front of rear door (access hatch must fully open to allow for loading of bulky cargo). Rear bulkhead shall have a small port to allow wires from the Electronic Countermeasure (ECM) to go through. Port should be padded so not to cut or damage any wires.
- 8) Wire mesh installed in tailpipe to prevent insertion of foreign objects

1.16.3 Big block V8 diesel engine, automatic transmission, left hand drive OEM vehicles with 4X4 capability, power and tilt steering.

1.16.4 Dual battery and alternators (300 amp continuous power capacity) with battery junction boxes installed. Install a 150 amp battery in the rear of the vehicle for the ECM. (No Lemon in Kabul, Afghanistan is preferred for installation if done after delivery to Afghanistan, but before government acceptance.)

1.16.5 Run flat tire inserts that are significantly improved over common run flat designs (all tires, including spare), with high impact performance over extreme temperature range, low heat build-up in flexing, and long life and durability. The armor manufacturer shall replace all factory tires with tires carrying higher load ratings to ensure sufficient load carrying capacity for the armored vehicles. Each vehicle will include an upgraded tire jack (minimum 4 tons), with tire iron, to lift additional weight of armor.

1.16.6 Upgraded suspension leaf springs, heavy duty shock and struts, and four wheel drive option capability. Door pillars and hinges reinforced for maximum strength retention. All

doors fitted with double looped nylon restraining straps to reduce stresses to hinges during opening. Reinforced inside door panels to prevent being pulled off the door due to the extra weight of door.

1.16.7 Upgraded brake system, with heat dissipating rotors, heavy duty or super duty brake pads, four wheel drive anti lock disc brakes and associated brake upgraded component as required.

1.16.8 Dual front airbags, with integrated safety seat belts for all passengers, and passenger sensing device. Install seat belt extensions for all seat belts in the vehicle (both front and rear).

1.16.9 Sun filter/screen on all windows (15% tint for driver and front passenger windows; full limo tint behind driver and front passenger positions).

1.16.10 Front and rear bumper guards, with ability to attach a tow strap for quick recovery operations.

1.16.11 Signal lights, headlights, inner mirror (day and night vision) and power side mirrors with protective shield

1.16.12 Front and rear air condition units

1.16.13 All seatbelts in the first two rows of seats must be fitted with seatbelt extenders so passengers have freedom of movement while wearing bulky gear and weapons.

ADDITIONAL INSTRUCTIONS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 Schedule of Meeting

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractor's Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing and other aspects of this project that warrant clarification and understanding.

1.1.2 Meeting Minutes

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit same to the Contracting Officer for approval within three (3) work days. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the

Contractor shall distribute the minutes to all parties present or concerned.

1.2 NOT USED

1.3 CONTRACTOR'S MOBILIZATION AREAS

1.3.1 General

1.3.1.1 Facilities within the Mobilization Site

All facilities within the Contractor's mobilization site shall be of substantial construction suitable for the local weather conditions. Housing, messing and sanitary facilities shall meet the requirements of the most current Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The Contractor shall provide all utilities required to make the site self-sufficient.

1.3.1.2. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. All trash shall be disposed of off base in accordance with Host Nation requirements. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers. Any dirt or soil which is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities, which are salvageable, shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.2 CONTRACTOR'S MOBILIZATION AREA (ON-SITE)

The Contractor will be permitted to use the area designated by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. The Contractor may live on site, if specified in the task order for each individual project site, but shall provide all utilities required to make his living site self-sufficient. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with applicable Host Government Laws and Regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.2.1 through 1.3.2.9 NOT USED.

1.3.2.10 Protection and Maintenance of Traffic

During clearance operations the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the clearance period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and/or base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with Host Nation and/or base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads..

1.3.2.11 NOT USED

1.3.2.12 Employee Parking

Contractor employees shall park vehicles in an area approved by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the Afghan military personnel on-site.

1.3.2.13 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the clearance and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.2.14 Barricades

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by clearance activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor shall provide, furnish, operate and maintain facilities for his operations and living facilities for his workers in an area approved by the Contracting Officer.

1.3.4 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating with the Host Government use of any existing roads as haul routes. Construction and routing of new haul roads, and/or upgrading of existing roads for the Contractor's use, is the sole responsibility of the Contractor. It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his mobilization camp and haul routes.

1.4 NOT USED

1.5 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.6 NOT USED

1.7 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.8 NOT USED

1.9 NOT USED

1.10 NOT USED

1.11 CONNECTIONS TO EXISTING UTILITIES

1.11.1 General

Any outage of any utility service shall be requested in writing at least fifteen (15) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost, due to the Contractors failure to properly schedule an outage, shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.11.1.1 NOT USED

1.11.1.2 NOT USED

1.11.2 Existing Underground Utilities

The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

1.11.2.1 Use of Underground Utility Detecting Device

Prior to any excavation, a metal and/or cable detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

1.11.2.2 Hand Excavation

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.11.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.12 WATER (CONTRACTOR PROVIDED)

The Contractor shall provide and maintain water at his own expense for his use for construction and domestic consumption, and shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.13 NOT USED

1.14 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.15 NOT USED

1.16 USE OF EXPLOSIVES

The Contractor shall make necessary arrangements as may be required by applicable codes, rules, regulations and laws and shall be responsible for compliance therewith for all phases of blasting operations. The Contractor shall record the use of all explosives used during blasting.

1.16.1 Handling, Storage, and Use of Explosives

The handling, storage, and use of explosives shall be governed by the applicable provisions of the following: the "BLASTING" section of the Corps of Engineers Manuals EM 385-1-1, entitled Safety and Health Requirements Manual, a copy of which may be obtained from the Contracting Officer's Representative at the jobsite. The Contractor shall also use the IMAS (sec. 10.5) and AMAS (ch. 18) standard for handling, storage, and use of explosives.

1.16.2 Blasting Permits

The Government assumes no liability for changes that may be imposed by the Afghanistan Government.

1.17 NOT USED

1.18 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, he shall submit an application to the Contracting Officer. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and health Requirements Manual".

1.19 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than fifteen (15) calendar days after receipt of Notice to Proceed, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.20 Through 1.27 NOT USED

1.28 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer's Representative at the jobsite or from the USACE Qalaa House Compound in Kabul, Afghanistan.

1.28.1 Accident Prevention Program

Within fifteen (15) days after receipt of Notice to Proceed, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer or his authorized representative. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following:

TAC Form 61 "Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.28.2 NOT USED

1.28.3 NOT USED

1.29 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.30 Through 1.41 NOT USED

1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1.42.1 General

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-8 entitled DEFAULT (FIXED-PRICE SUPPLY & SERVICE) APR 1984. The listing below defines the anticipated unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining weather time evaluations. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract period, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January – 9
February – 9
March – 14
April – 18
May – 15
June – 3
July – 5
August – 3
September – 3
October – 4
November – 5
December – 7

1.42.2 Time Extensions

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's work day and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph

above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-8 entitled DEFAULT (FIXED-PRICE SUPPLY & SERVICE) APR 1984.

1.43 Through 1.52 NOT USED

1.53 IDENTIFICATION OF EMPLOYEE'S PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

The Police Security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the Police Security Offices. All contractor, subcontractor, or vendor personnel and vehicles at any tier working at any location on the site are subject to a thorough search upon entering, departing, or at any time deemed necessary by the Police Security Personnel. The Contractor shall be responsible for compliance with all the Police security requirements.

The Government reserves the right to deny access or to require the contractor to remove any personnel or equipment deemed to be a threat to the security of the Police Security Office. The Contractor shall work through the Contracting Officer to ensure that the Police Security Regulations are followed.

1.53.1 Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.53.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

1.53.3 Security Plan

The Contractor shall submit to the Contracting Officer, within fifteen (15) calendar days after Notice to Proceed, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of unissued passes, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

1.54 NOT USED

1.55 NOT USED

1.56 ON-SITE PHOTOGRAPHY PROHIBITION

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

1.57 PUBLIC RELEASE OF INFORMATION

1.57.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.57.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

1.58 Through 1.65 NOT USED

1.66 ATTACHMENTS

~~TAC FORM 61—Accident Prevention Program Hazard Analysis~~

OTHER REQUIREMENTS

A. MULTIPLE-AWARD TASK ORDER CONTRACT (MATOC)

a. This contract is a Multiple-Award Task Order Contract (MATOC). All work shall be performed through issuance of task orders. The contractor shall perform no work under this contract unless the Government has issued a written task order signed by the Contracting Officer. The contractor shall complete all work described in the Scope of Work for each task order within the performance period of each task order. A USACE Contracting Officer assigned to the Afghanistan Engineer District is the only person authorized to issue task orders against this contract. All task orders will be in writing. The Contracting Officer may issue task orders by hard copy, by facsimile copy or by electronic copy (pdf).

b. Each task order will be issued on a firm-fixed-price basis using the unit costs negotiated in the basic contract (Pricing Schedule, Section B); the quantities will be negotiated with each task order. The Government will provide a Performance Work Statement (PWS) for each task order, the contractor shall furnish a detailed proposal to the Government based upon the PWS; and Government and the Contractor shall negotiate the price for the task order and the Contracting office will issue the task order.

c. The AED intends to award up to three contracts. The total estimated price (contract capacity) will not exceed \$48,000,000 for the contract. The minimum guaranteed amount is \$10,000.00 for the life of this contract.

d. Depending upon funds availability, funds obligations, the workload for each contract period,

and other considerations at the discretion of AED, the total contract performance period could be less than three (3) calendar years. The total period of contract performance, to include the base contract period and any/all option periods, shall not exceed three (3) calendar years or the total estimated contract price, whichever comes first.

B. REQUIRED INSURANCE

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the insurance required by the General Provisions of this contract entitled Workmen's Compensation Insurance (Defense Base Act), and Workmen's Compensation and War Hazard Insurance Overseas. A blanket waiver of the provision of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

- (1) Bahrain
- (2) Egypt
- (3) Kuwait
- (4) Morocco
- (5) Oman
- (6) Saudi Arabia
- (7) Sudan
- (8) Botswana
- (9) Qatar

The waiver does not apply to any employees who are

- (1) Hired in the United States by any contractor or subcontractor;
- (2) Residents of the United States; or
- (3) Citizens of the United States.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

C. CONFLICTS

Any conflicts detected in any of the information furnished, shall be brought to the attention of the AED Program Manager for resolution before proceeding with the work.

D. USE/RELEASE OF INFORMATION

The information developed, gathered, assembled and reproduced by the contractor, subcontractors or their associates in fulfillment of the contract requirements as defined or related to the Scope of work will become the complete property of the government and will, therefore, not be used by the contractor for any other purpose at any time without the written consent of the Contracting Officer.

E. OTHER WORK

The Contractor shall fully cooperate with other Contractors, Utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities

that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

F. CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor will all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

G. DUTIES, TAXES, AND LICENSE FEES

a. All materials, equipment and supplies that are for use and/or incorporation into the project are exempt from taxes, duties, and license fees under the terms of the Agreement between the Government of the United States and the Host Government. The Contractor warrants his price for this contract is exclusive of any such charges.

b. If after the date of this contract and except for the provisions of paragraph "c.", below, the Contractor is required by the Host Government to pay any such taxes, duties, or license fees (paid directly to the Host Country), on materials, equipment, and supplies for use and/or incorporation into this project, he shall notify the Contracting Officer in writing. Upon satisfactory proof of the payment of such duties, taxes, or license fees, the Contractor will be reimbursed for the amount of payment therefore.

c. Contractor-owned or controlled material, equipment, and supplies sold or disposed of by the Contractor may be subject to the imposition of local duties and within the Host country taxes. No reimbursement will be made under this clause for such transactions.

d. The Contractor shall maintain an inventory control and accounting system adequate to reflect the usage and disposition of all contractor-owned property which has entered the country duty-free under this contract.

H. SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is required of dependents and guests of employees, who may, in any manner, obtain knowledge of the Host Government military capacity. Taking of photographs of any airport, military installation, or military facility is prohibited.

I. PARTNERING

To execute this contract to the mutual benefit and satisfaction of the Government, the contractor, subcontractors, and the customer, the Government proposes to form a partnering relationship with the contractor. Partnering is defined in US Army Corps of Engineer Pamphlet Number 4, entitled PARTNERING IWR Pamphlet-91-ADR-P-4. Copies are available, upon request, from the Contracting Officer. This partnering relationship will highlight the strengths of the Parties involved in a bilateral commitment to produce a quality project that is done right the first time, the right way, for the right reasons, within budget, and completed on schedule to the customer's satisfaction. Partnering is voluntary. So, the government agrees that the contractor's participation is voluntary. If the contractor volunteers, the parties agree that all costs associated with effectuating this partnership shall be shared equally by the Government and the contractor. The contractor agrees that all costs incurred by the contractor establishing this partnership will not increase the contract price.

J. CONTRACTOR'S AIRCRAFT OPERATION

The United States Government does not guarantee the Contractor the right to operate aircraft in and out of

AEDs AOR. If the Contractor desires to operate aircraft in-country, in association with work under this contract, he will be responsible to obtain, interpret, and comply with all regulations, procedures, and laws of the specific country in AED's AOR, including all permits, operations and aircraft entrance requirements from the appropriate Government officials.

K. CONTRACTOR'S RADIO COMMUNICATION FACILITY

The United States Government does not guarantee the Contractor the right to operate a radio communication facility in AED's AOR. If the Contractor desires to establish a radio communication system, he will be responsible for obtaining all permits, licenses, and frequencies from the Host Government of the specific country in AED's AOR.

L. PAYMENTS TO THE CONTRACTOR

All payments made by the Government to the contractor for work performed under this contract will be made in U. S. Dollars. The invoices will be processed through specific USACE Overseas Resident Offices and payment will be made by the specific Payment Office on each individual task order. Payment can be made electronically or by check.

--END OF SECTION--

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform

the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.232-1	Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CONTRACT ADMINISTRATION

This contract is administered by:

U.S. Army Corps of Engineers
Afghanistan Engineer District
ATTN: Qalaa House
APO AE 09356

The Program Manager assigned to this project is Steve Bredthauer, e-mail address.

Stephen.R.Bredthauer@usace.army.mil. The Contract Specialist assigned to this project is [Demetria Chunn](#), e-mail address Demetria.Chunn@usace.army.mil.

Payment Information: Payment shall be made in accordance with Contract Clause 52.232-1 entitled "Payments Under Fixed Price Service Contracts". The Resident Engineer shall submit an ENG Form 93, Payment Estimate, to the address indicated to the attention of CEAEN-PM.

--END OF SECTION--

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 3.5 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$48,000,000;

(2) Any order for a combination of items in excess of \$48,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3.5 years after contract award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT**52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 3 years of contract award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 years of award provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

JCC-I/A CLAUSE 952.222-0001**PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)**

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

JCC-I/A CLAUSE 952.223-0001

REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description
Location
Date and time
Other Pertinent Information

(End of clause)

JCC-I/A CLAUSE 952.225-0001

**ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES
CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)**

General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;

DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;

U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency Law of Armed Conflict (LOAC);

Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

Use one or more of the following sources when conducting the background checks:

Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

Failing to cooperate with Coalition and Host Nation forces;

Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

Detaining local civilians, other than in self-defense or as reflected in the contract terms.

Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any

problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End of clause)

JCC-I/A CLAUSE 952.225-0002

ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End of clause)

JCC-I/A CLAUSE 952.225-0003

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(End of clause)

JCC-I/A CLAUSE 952.225-0004**COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of clause)

JCC-I/A CLAUSE 952.225-0005**MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of clause)

JCC-I/A CLAUSE 952.225-0009

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TB tests administered within 90 days prior to the start of employment.

(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(c) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(1) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(2) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of clause)

JCC-I/A CLAUSE 952.225-0010

CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(End of clause)

JCC-I/A CLAUSE 952.236-0001**ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (MAR 2009)**

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) National Electrical Code (NEC),
- (3) the American National Standards Institute (ANSI) C2, and
- (4) the United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of clause)

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (APR 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Services @ \$4.00 per \$100 of compensation;

Construction @ \$7.50 per \$100 of compensation;

Security @ \$12.50 per \$100 of compensation;

Aviation @ \$20.00 per \$100 of compensation.

(b) Bidders/Offerors should compute the total compensation or total payroll (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____

(Total Payroll Not Total Contract Value) Ex: If Total Payroll is \$100,000.00

(2) Defense Base Act Insurance Costs: _____

(Use appropriate rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total Cost: _____

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571

ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

(End of clause)

CONTRACTOR PERFORMANCE EVALUATIONS

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), Subpart 42.15 – Contractor Performance Information construction contractors' performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts/task orders awarded at or above \$100,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Construction Contractor Appraisal Support System (CCASS), which is now a web-based system. After an evaluation (interim or final) is prepared by USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Contractors need an email address and internet access to access CCASS.

The Afghanistan Engineering District Focal Point will establish login privileges for the contractor based on the information provided at the Preconstruction conference. After the Focal Point enters the contractor's information in CCASS, a system generated email is issued to the contractor which includes the contractor's USER ID. When an evaluation is ready for the contractor's action, an email notification will be sent to this email address. The contractor will be able to review, concur, non-concur and/or provide comments. The contractor has 30-calendar days to review the evaluation and respond. Contractors should ensure that the email account provided is continuously monitored as no time extensions will be granted.

The Contractor Representative will access the CCASS website at, <http://www.cpars.csd.disa.mil/>. To login, first time users should enter the USER ID found in the email notification, and select "Forgot Password". You will receive a system generated email containing a "temporary" password. Log back in to CCASS using your "temporary" password and you will be able to create/customize your password. If you are a returning user enter your user ID and CCASS Password. Proceed to login to CCASS; select the "To-Do List" from the menu choices. A list of contract numbers awaiting your action will be identified. Select the appropriate contract number, review the ratings and remarks; and either concur with the ratings and remarks or add comments to the remarks section of the "Contractor's Rep" tab stating the reason for agreement/disagreement with the submitted ratings. When the contractor has finished reviewing and entering remarks, click on the "Validate and Send to the Assessing Official" button.

Contractors may purchase specific software, called PKI certification, which is installed on the user's computer, which helps protect your information from being accessed by hackers and others who do not have valid privileges. The certification software could cost approximately \$110 - \$120 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and information for contacting vendors can be found on the web site. Purchase of PKI software is not required to access the CCASS system.

If the Contractor wishes to participate in the performance evaluation process, access to CCASS and PKI certification is the sole responsibility of the Contractor.

Contractors are notified that USACE routinely accesses CCASS data when evaluating past performance of contractors. USACE will take into account contractor's comments. Pursuant to FAR 42.42.1503 (e) past performance information shall not be retained to provide source selection information for longer than three years after completion of contract performance.

(End of clause)

SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

CLASS DEVIATION 2007-O0010, IMPLEMENTATION OF THE SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT) TO ACCOUNT FOR CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY.

(i) "Performance in the United States Central Command Area of Responsibility (USCENTCOM AOR)" means performance of a service or construction, as required by the contract. For supply contracts, production of the supplies or associated overhead functions are not covered, but services associated with the acquisition of the supplies are covered (e.g., installation or maintenance).

(ii) If a contract requires performance in the USCENTCOM AOR, but some personnel performing the contract are authorized to accompany the U.S. Armed Forces, and other personnel performing the contract

are not authorized to accompany the U.S. Armed Forces, include in the solicitation and contract both the clause at DFARS 252.225-7040 and the clause provided by Class Deviation 2007-O0010. Paragraph (b)(1) of each clause limits the applicability of the clause to the appropriate personnel. There are differences between the two clauses, primarily in Government support to contractor personnel (e.g., security protection and limited medical treatment) and potential applicability of the Uniform Code of Military Justice to contractor employees that are authorized to accompany the U.S. Armed Forces.

(iii) The requirements of paragraph (g) of the clause in Class Deviation 2007-O0010 are not applicable to subcontracts for which the period of performance of the subcontract is less than 30 days.

(iv) In exceptional circumstances, the head of the agency may authorize deviations from the requirements of Class Deviation 2007-O0010, in accordance with FAR Subpart 1.4 and DFARS Subpart 201.4.

(v) Registration in SPOT.

(A) Register for a SPOT account at <https://spot.altess.army.mil> .

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(vi) Access to SPOT. Upon approval, all users will access SPOT at <https://spot.altess.army.mil> .

(vii) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at (717) 506-1368 or spot@technisource.com .

(End of Clause)

ENGLISH SPEAKING REPRESENTATIVE

Prime Contractors must have an English Speaking Representative at all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present at each site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

(End of clause)

--END OF SECTION--

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-50	Combating Trafficking in Persons	FEB 2009
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	DEC 2007
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-4	Changes	JUN 2007
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7044	Balance of Payments Program--Construction Material	JAN 2009
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7007	Liability and Insurance	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov or www.farsite.hill.af.mil

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Questions and Answers for Demining MATOC

1. SOW Paragraph 1.16, Transportation of USACE Personnel in Support of Contract: the section states that the contractor “shall provide security personnel for USACE personnel in support of the contract.” Would it suffice to have qualified LN security or must we use expatriate security personnel?

Para. 1.16 is being deleted from the solicitation.

2. SOW Paragraph 1.16, Transportation of USACE Personnel in Support of Contract: will the ECM be Government Furnished Equipment?

Para. 1.16 is being deleted from the solicitation.

3. Additional Instructions Paragraph 1.3.1.1, Facilities Within the Mobilization Site: this section states that “all facilities within the contractor’s mobilization site shall be of substantial construction.” Please provide your interpretation of what is meant by “substantial construction”. Does some particular written standard apply?

EM 385-1-1, section 4 covers temporary facilities. If the contractor were to install any type of temporary facility at a demining project, the minimum requirements of this section would need to be met. Regarding the ASCE reference in section 04.A.02 of EM 385-1-1, either that standard or an equivalent international standard would need to be followed. Bottom line is any temporary facility must be sanitary, safe, and able to withstand the climate and weather for the region.

4. Additional Instructions, Paragraphs 1.3.4 through 1.14: these sections discuss construction tasks that, in our past experience in Afghanistan, are normally the duties of the construction contractor for whose project the demining and UXO clearance is being done. How do these sections apply to the demining/UXO clearance of the Statement of Work? Are the successful bidders required to build camps from which to conduct clearance operations?

If the contractor is required to construct a road or make any other improvements for access to a work site, it is the contractor’s responsibility to coordinate with any government agency. There may not be a construction contractor associated with the Task Order, as the demining and UXO clearance may be taking place weeks in advance of start of construction at the site.

5. Clause entitled Defense Base Act Insurance Rates – Limitation – Fixed Price (April 2008): please confirm that demining/UXO clearance personnel fall under the Services category of \$4.00 per \$100 of compensation?

Yes, this is a services contract.

6. Section L.B.2, Factor 4 – Personnel and Equipment Resources Plan: can key personnel positions be filled by LNs provided that they meet the requirements listed in the instructions?

Yes, as long as they meet the requirements.

7. SOW Paragraph 1.7, General: this section states that “all scrap metal debris found is the responsibility of the contractor.” We assume that this reference does not apply to scrap metal debris of any and all types. Please define what the USACE classifies as scrap metal debris and as well as the size criterion to be used.

Any scrap metal that interferes with UXO/mine detection will need to be removed from the site so that an effective survey can be performed. Typically the scrap metal will be staged in an area agreed upon by the contractor and the Corps, and disposal options discussed for each Task Order.

8. SOW Paragraph 1.13, Explosive Ordnance Disposal (EOD): please confirm that the specified EOD team is required to have available detection instrumentation and that the team’s role is not merely visual inspection.

The intent is to have a qualified person, with instrumentation on-hand, to support construction operations, specifically excavations. This section applies to a CLIN that is exercised only on an as-needed basis for support of active construction projects.

9. Additional Instructions Paragraph 1.18, Work Outside Regular Hours: please clarify the intent of this paragraph with regard to night operations and the use of exterior lighting as IMAS specifically prohibits the conduct of demining and UXO clearance operations at night.

Demining is prohibited at night, but there may be other contractor operations associated such as mobilization and demobilization, hauling of scrap metal off the site, and equipment operations not part of the demining. If so, night operation requirements found in the Corps safety manual must be followed.

10. Additional Requirements Paragraph 1.56, On-Site Photography Prohibition Photography has been a normal part of the documentation of all previous demining/UXO clearance operations in Afghanistan. We assume that photography is allowed for project documentation purposes but that all such photography is subject to review by the USACE. Please confirm our assumption.

There are some demining operations on military installations and FOBs where all photography is prohibited except for authorized personnel due to security reasons. This applies in Afghanistan and military bases around the world. If there were local restrictions, the Corps would help coordinate with the local base Commander on obtaining permission for photography.

11. Additional Requirements Paragraph 1.66, TAC Form 61: was this form supposed to be attached to the RFP?

This form is obsolete and shall be deleted as a requirement.

12. Per RFP Paragraph 1.16 and 1.16.1, Level B6 Armored vehicles are required:

What is the anticipated frequency and duration of use for the B6 Armored vehicles (i.e., used 7 days a week, or just 30 days total per year, etc.)?

We are deleting RFP Paragraph 1.16 (CLIN 000110, 100010,200010), Transportation of USACE Personnel in Support of Contract. .

Also, will we be able to use government furnished Electronic Counter-Measure (ECM) equipment as opposed to “off the shelf” technology that may not be as reliable due to adapted enemy TTP?

We are deleting RFP Paragraph 1.16 (CLIN 000110, 100010,200010), Transportation of USACE Personnel in Support of Contract.

13. Per RFP L.A. (page 62) says we must use Times New Roman 12 pt font. For tables and captions, may we use Arial 9 pt font, or other? Arial font is much easier to read on these tables.

Yes.

14. Section L, Page 62 of 70, A. Proposal Preparation...in Times New Roman 12-Point:

Will the Government consider allowance of a smaller font for graphics, tables, and charts?

Yes, as long as the font is easily readable.

Will Graphics, Tables, and Charts be excluded from the page count limitation for Volume I?

No.

Will 11 X 17 pages be allowed? If so, will these pages be counted as one or two pages?

No.

15. Section L, B.2., Page 63 of 70, Factor 1 Past Performance, The Offeror may provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project: will this information be page-counted?

Yes.

16. Section L, B.2., Page 63 of 70, Factor 3 Project Management Plan, DO NOT provide biographical information in this section: please clarify what is meant by “biographical information”.

DO NOT include resumes or experience of proposed personnel in this section.

17. Section L, B.2., Page 63 of 70, Factor 3 Project Management Plan, sixth and seventh bullets, Logistics Management – procedures for ordering and timely delivery of construction supplies AND include a plan to support concurrent construction at multiple sites: Is there significant construction inherent in this RFP/SOW?

We do not anticipate significant construction. There will be occasional demolition of abandoned structures as part of demining.

18. Reference, Section L, B.2., Page 63 of 70, Factor 2 – Demining and UXO Remediation Experience: Fifth Bullet: Project cost (survey, investigation, removals, report of clearance): does the Government want individual costs for each of the elements: survey, investigation, removals, report of clearance?

No. A lump sum total is acceptable.

19. Section L, Part 1, Paragraph A – The second paragraph states, “The Volume I proposal is limited to no more than 60 single-sided or 30 double-sided pages, printed on 8-1/2" x 11" [emphasis added] sheets,...” Would it be acceptable to submit Volume I in either 8-1/2" x 11" or A4 format? The A4 format is the international standard and readily available in country.

The A4 format is acceptable.

20. Section M, Paragraph C.5.2 is modified as follows to clarify a sentence and remove an ambiguity:

C.5.2 Offerors that are joint ventures or partnerships should clearly describe the separate roles to be performed by the participants in those joint ventures or partnerships regarding the *technical capabilities*. Offerors that have major subcontractors should be clearly identified so that the subcontractors are clearly made known to the Government at the time proposals are submitted. The Government will take note of the *past performance, demining and UXO remediation experience, project management, and personnel and equipment resources plan* of these subcontractors but to a much less favorable degree than the Government would if those same subcontractors were members of a joint venture arrangement. There is an exception to this rule: if the offeror convincingly demonstrates that a particular major subcontractor has had a long term contractual relationship with the offeror (to include only one member of a joint venture) then the Government will give greater weight to that subcontractor’s *past performance, demining and UXO remediation experience, project management, and personnel & resource commitment* contribution to the offeror’s organization. The Government considers so-called “teaming arrangements” as being similar to prime-subcontractor arrangements. If a participant in a *teaming arrangement* is not to be a signatory to the contract with the Government then the Government considers that non-signatory participant as a subcontractor to the prime contractor offeror. In such a case, the Government will conduct its evaluation accordingly. ~~However, if the offeror’s designer(s) are either a part of teaming arrangement or simply subcontractor(s) to the offeror then the Government will evaluate the designer(s) as if it were a full member of a joint venture as far as technical capabilities and past performance are concerned.~~

21. Will the government provide explosive donor materials?

No.

22. Does the government have the right to issue unilateral task orders?

Yes.

23. In the event that there are multiple contractors, what criteria will be used for award of individual task orders?

The Government would use any method deemed appropriate for the circumstances of the task order in line with Fair Opportunity requirements of FAR

24. Will all selected contractors be permitted to propose for all task orders?

The Government is required to follow FAR 16.505, Ordering. Please review this part of the FAR.

25. Paragraph 1.1 of the Statement of Work states "The contractor shall be fully accredited by the United Nations Mine Action Coordination Center of Afghanistan (UNMACCA) and the Afghan Mine Action Authority (AMAA). Operational accreditation from the UNMACCA must be in place before implementation of demining activities. The contractor will also be registered with the Afghanistan Government for mine and UXO clearance services." Will appropriate accreditation of a designated team subcontractor that will perform all of the demining and UXO clearance work be sufficient to satisfy this requirement and receive full credit?

Yes.

26. Must the prime contractor be individually accredited by UNMACCA and AMAA?

No.

27. Must a joint venture be specifically accredited, or may one of the joint venture partners be accredited appropriately by UNMACCA and AMAA?

Only one partner requires accreditation.

28. On the average, what average number of acres do you expect to be cleared in an individual task orders? Is there a practical range of project sizes that can be expected.

100 square meter to 1.5 million square meters—average is between 150,000-400,000 square meters.

29. CLINs 000109, 100009 and 200009 require single unit pricing for: "Additional Use of Equipment, as needed, for areas that require mechanical assets other than those assigned to normal clearing teams", but paragraph 1.15 of the Statement of Work says "Additional Mechanical Equipment for BAC or Demining Task: This section allows the contractor during the course of work to add additional equipment as needed to complete on time. If or at any time during the task order a differing on-site condition is found that requires the use of more equipment than what is currently on-site, then the line item will allow for multiple equipment assets to be added to the task in order to assist in clearing successfully and on time. Additional equipment will be negotiated as part of the task order or added through a contract modification." Should zero dollar amount or individual rates for all possible equipment be listed, or for purposes of consistency, is there a particular type(s) of equipment you would prefer to be priced for this evaluation? Should these prices also include the cost of qualified operators?

The contractor will propose the types of equipment required and the costs. These costs are inclusive to include the operator, fuel, etc...

30. Will this contract be used throughout Afghanistan, or will AED South have a similar contract?

This contract will be used throughout Afghanistan at this time.

31. Please confirm that references to EOD Level I, II and III relate to the qualifications contained in IMAS, rather than the UXO Technician I, II and III in Department of Defense Explosives Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for Unexploded Ordnance (UXO) Technicians and Personnel.

EOD personnel I,II,III & IV requirements must meet all IMAS, AMAS & DoD Standards. US Citizens and Expats other than Afghan Nationals must comply with ALL standards to include Department of Defense Explosives Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for Unexploded Ordnance (UXO) Technicians and Personnel. At a minimum, Afghan Local National personnel have to meet IMAS & AMAS standards.

32. Reference, RFP Section L, Factor 4 – Personnel and Equipment Resources Plan, page 64, identifies the position of UXO Operations Manager as one of the five “Key” personnel positions: the title UXO Operations Manager indicates that this individual should be UXO-qualified. Since the Operations Manager will be responsible for all operations, which would also include items such as security and life support functions, is it necessary for this individual to be UXO-qualified or will the Government remove the UXO requirement for this position?

This reference to UXO-qualification for the Operations Manager will be removed from the contract solicitation, as long as the contractor understands that they will still have to abide by all IMAS, AMAS and US DoD standards concerning contract personnel on a site performing UXO / De-Mining tasks.

33. How likely is it that a single contractor will be operating concurrent task orders at multiple sites and if so, an estimate how many?

It is highly likely that there will be concurrent task orders at multiple sites. At this time, the number of sites is unknown.

34. Will USACE be providing explosives or will this be a contractor’s responsibility?

USACE will not provide explosives; this is a contractor responsibility.

35. Clarify the roles/responsibilities of the UXO Operations Manager and the UXO Site Supervisor (these are not listed in TP-18 ‘Minimum Qualifications for UXO Technicians and Personnel’ which was issued with an RFP earlier this year.

The UXO Operations Manager is not one of the five "key" personnel positions requiring Un-Exploded Ordnance or Mine training prerequisites, according to the IMAS, AMAS and DoD standards. This reference to UXO-qualification for the Operations Manager will be removed from the contract solicitation; the contractor will still have to abide by all IMAS, AMAS and US DoD standards concerning contract personnel on a site performing UXO / De-Mining tasks.

36. How many sites are there to be assessed/cleared in total and how many of them will be within 1 km of the identified cities and how many of them will be at remote locations?

It is unknown at this time how many sites will need to be assessed or cleared. In the past, about half of the sites have been within 1 km of the identified cities.

37. Can you confirm the exact locations of all sites that need to be assessed/cleared?

Not at this time. Sites may be located anywhere within Afghanistan.

38. What are the site sizes?

Site sizes are unknown at this time, but in the past, sites have ranged from 100 square meters. to ~ 1.5 million square meters per Task Order.

39. Para. 1.10 defines a remote site as being 100 kilometers from the nearest ISAF base but para. 1.9 and 1.11 define a remote site as being 20 kilometers – which is it or is it a different definition for Site Surveying, BAC and demining?

A remote site is defined as 20 kilometers from the nearest ISAF / Afghan National Security Forces (ANSF) base for each condition; it will be revised for para. 1.10.

40. Para. 1.14 mentions 2 vehicles, please confirm this refers to Armored Vehicles.

It is up to the Contractor to determine what type of vehicle it chooses to use.

41. Para. 1.14 vehicles do not have a prescribed standard. Is there a standard to meet in the manner prescribed in 1.16?

No standard. We are deleting RFP Paragraph 1.16 (CLIN 000110, 100010,200010), Transportation of USACE Personnel in Support of Contract.

42. Para. 1.16 refers to ECM. Please confirm this is GFE and installation will be the responsibility of the USG?

Para. 1.16 is being deleted from the solicitation.

43. Is there a requirement to have cleared personnel in the vehicles which have USG provided ECM?

Para. 1.16 is being deleted from the solicitation.

44. Para. 1.16. What is the likelihood of USACE requiring more than one escort team to support their personnel in support of the contract? Should multiple teams be required, please confirm how many and the locations where they should be based?

Para. 1.16 is being deleted from the solicitation.

45. Para. 1.16.4 refers to acceptance by USG. Is the supply of the vehicles to the USG to be contractor purchased government owned?

Para. 1.16 is being deleted from the solicitation.

46. Para. 1.3. Where are the designated Mobilization Areas? Are these areas on FOBs or ANA bases and are they areas which require Force Protection measures?

Mobilization Areas are project dependent. It is up to the Contractor to determine the site for its Mobilization Area, once USACE gives the Task Order with grid coordinates of areas that need to be cleared. The Contractor will determine whether they need to provide Force Protection measures.

47. Para. 1.3.2 mentions other mobilization areas and it is implied that the contractor will be required to live on what appears to be a remote site. Again, where are these areas and is there any requirement for Force Protection measures?

Project sites are unknown at this time, as are any requirements for Force Protection measures. All life support issues for the contractor on all sites remote or local are solely the responsibility of the contractor.

48. Para. 1.12 Please confirm bore holes are acceptable for non potable water supply.

Non potable water supply will be approved by the Contracting Officer on a project by project basis.

49. Reference JCC-I CLAUSE 952.225-0009 Medical Screening and Vaccination Requirements for Locally Hired Employees (Mar 2009). Comment and question: It is extremely unlikely that the population pool of local nationals in Afghanistan would have had this level of pre-employment screening. In particular, the Typhoid inoculation must be completed within two years prior to the date of employment. The attendant cost to achieve this level of medical screening when combined with the unlikely availability to have local nationals to choose from is in effect setting up a practical level of impossibility to achieve the intent of this clause. Our question is this: Would the Government consider some level of waiver or limit the screening to some more practical capacity that a local medical team could achieve and producing valid 'fit for duty' certificates signed by a medical practitioner?

JCC-I CLAUSE 952.225-0009 Medical Screening and Vaccination Requirements must be followed; there will be no waiver.

50. Reference to Survey, BAC and Demining operations at sites other than within one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field and within one kilometer radius of the mentioned sites: could you tell us the total approximately square meter area of the mentioned sites and the number of assets required for these (Manual, MDD, Mechanical and EOD)?

Unknown at this time, but in the past, site sizes have ranged from 100 square meters to about 1.5 million square meters per Task Order. This is a Multiple Award Task Order Contract (MATOC).

The number of assets for each Task Order is contractor-dependent, as long as all clearance work is in accordance with all IMAS and AMAS standards for quality assurance.

51. Will it be a contractual requirement to provide all the Key Personnel for the project or where practicable can we combine roles?

You may combine roles as long as you have the appropriate qualified personnel on each independent task order work site, in accordance with IMAS and AMAS standards.

52. Can you confirm whether organizational charts, mobilization charts, SOPs, methodologies etc... are included in the page count?

Yes.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	Central Contractor Registration	APR 2008
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003
252.229-7001	Tax Relief	JUN 1997
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (d) applies.

☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

DBA FILL-IN

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service \$4.00 per \$100 of employee remuneration
 Construction \$7.50 per \$100 of employee remuneration
 Aviation \$20.00 per \$100 of employee remuneration
 Security \$12.50 per \$100 of employee remuneration

(b) Bidders/Offerors should compute the total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____
 (Total Payroll Not Total Contract Value) Ex:: If total Payroll is \$100,000.00

(2) Applicable DBA Rate: _____
 (Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total DBA Cost: _____
 (Amount of DBA Premium) Ex:: \$100 K multiplied by 4% is \$4,000.00

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the
 USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com.
 The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

--END OF SECTION--

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **IDIQ Fixed Price** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, US Army Corps of Engineers, House 1, Street 1, West Wazir Akbar Khan (behind Aman High School), Kabul Afghanistan.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov or www.farsite.hill.af.mil

(End of provision)

SECTION L

PROPOSAL PREPARATION

PART 1 – GENERAL

A. PROPOSAL PREPARATION. Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one original, 1 copy, and 1 electronic copy on CD of the Volume I Technical-Management and Volume II Cost/Price proposal. Volume I and Volume II shall be clearly marked and sealed. The proposal shall be submitted as required herein and elsewhere in the solicitation.

Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror, the offeror's DUNS number, and the project. The second sheet shall be a table of contents. The Volume I proposal is limited to no more than 60 single-sided or 30 double-sided pages, printed on 8-1/2" x 11" sheets, in Times New Roman 12-Point; this page limit does not include the cover sheet and table of contents. Do not submit any extraneous materials with the proposal like the solicitation and any issued amendments.

B. PROPOSAL EVALUATION & AWARD:

B.1 Proposals will be evaluated considering the following five evaluation factors: *Factor 1: past performance; Factor 2: demining and UXO remediation experience; Factor 3: project management; Factor 4: personnel and equipment resources; and Factor 5: price.* The award(s) will be made to the offeror(s) whose proposal(s) represent the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offer or other than the highest rated offer.

B.2 VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

Factor 1 - Past Performance:

For the projects listed under Factor 2, Experience, provide the following information:

- Customer Point of Contact (name, telephone, email) for performance information
- List the problems encountered and the corrective actions taken
- List of change orders and circumstances associated with them

- Project time duration beyond the original performance period and reasons for increase in schedule duration
- Project cost in dollars beyond the original contract amount and reasons for increase in cost.
- Safety record and accident report

The offeror may also provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project.

Factor 2- Demining and UXO Remediation Experience: Demonstrate the experience of the team, including sub-contractors, on projects equivalent to the UXO/Demining Investigation and Removal project in a combat environment as described in this RFP. Provide a list of at least four (4) and no more than five (5) similar and relevant projects underway or completed in the last four years that best demonstrates past experience. The list of projects shall include the following information:

- Project name and location.
- Nature of firm's responsibility (prime or subcontractor).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Project completion date and duration (estimated if in progress) and discussion of concurrent work at multiple job sites.
- Project cost (survey, investigation, removals, report of clearance)
- Equipment used for the project
- Brief explanation that illustrates the capabilities of the contractor or joint-venture and relevant job experiences.

Factor 3 – Project Management Plan: The Project Management Plan shall include the following:

- Procedures used to manage the clearance process. Include a discussion of management of concurrent work at multiple job sites.
- Provide an organization chart and team responsibilities.
- Quality control and safety management processes.
- Process to control cost and schedule growth.
- Interaction process with the Corps of Engineers and the roles that the team members will have in dealing with significant issues.
- Logistics Management – procedures for ordering and timely delivery of construction supplies.
- Include a plan to support concurrent construction at multiple sites.

Do NOT provide biographical information (resumes or experience of proposed personnel) in this section. Page limit for Factor 3 is fifteen pages.

Factor 4 – Personnel and Equipment Resources Plan: Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in UXO/Demining on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances, they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **eight** years of professional experience.

- **UXO** Operations Manager

- UXO Site Supervisor
- UXO Quality Control Manager
- UXO Safety Officer
- Level III EOD Specialist

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan contractors and labor in numbers or percentages.

Provide equipment resources to be utilized for this project (i.e. offices, shops, warehouses, machinery, construction tools, vehicles, loaders, etc.) and other resources (i.e. cooperating companies supplying materials and/or services)

B.3 VOLUME II - COST/PRICE PROPOSAL PREPARATION

Proposal Schedule. Offeror's shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section B herein. Overhead and profit and all other costs associated with the execution of this project shall be applied proportionally to each category and shall not be required to be shown separately. All costs and prices shall be firm-fixed.

Cost/Price Supporting Information. In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this project.

B.4 CLARIFICATIONS AND PROPOSAL REVISION:

Clarifications Prior to Proposal Due Date: In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the solicitation. Any changes made to the solicitation will be made via an amendment, which will be disseminated online to all interested offeror's.

Initial Offer: The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

--END OF SECTION--

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990

SECTION M**PROPOSAL EVALUATION AND CONTRACT AWARD****PART 1 – GENERAL**

A. BASIS FOR AWARD. The Government intends to make one or more awards for completion of the subject project. The awards will be made to the one or more offeror(s) whose proposal(s) represent the best overall value to the Government.

B. PROPOSAL EVALUATION.

B.1 Proposals will be evaluated by a Source Selection Evaluation Board (SSEB). The SSEB will be composed of Corps of Engineers personnel and possibly a customer representative. The identity of SSEB members is confidential and members will not be available for contact or discussion prior to submission of proposals.

B.2 Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offers.

B.2.1 Deficiencies. A **deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

B.2.2 Strengths. A **strength** is an aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or that represents a significant benefit to the Government.

B.2.3 Weaknesses. A **weakness** is a flaw in the proposal that increases the risk of unsuccessful contract performance. A **"significant weakness"** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

B.2.4 Mandatory Requirements/Omissions. The technical proposal contains certain mandatory or minimum requirements. Use of words in the evaluation criteria such as *"will," "shall" or "must"* indicates a mandatory requirement. Failure to satisfy any mandatory or minimum requirement may result in a

determination that an offer is *unsatisfactory*, as a function of the significance of the omission or deficiency.

1. VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL EVALUATION CRITERIA.

1.1 Content

1.1.1 Factor 1 – Past Evaluations/Performance. Past performance may be evaluated by contacting references for indications of customer satisfaction and review of performance evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the relevance and recentness of the past performance information, as well as the success achieved on past projects to determine the rating. Proposals with the most convincing evidence will receive the highest ratings. In the event that an offeror does not have a record of past performance, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

1.1.2 Factor 2 – Demining and UXO Clearance Experience. Demining and UXO Clearance Experience. The Government will evaluate the experience of the contractor and the proposed team, including subcontractors, on projects similar to that described in this RFP which use the UXO/Demining investigation and removal processes. A contractor will receive a higher rating if they demonstrate experience and successful past performance on projects listed in Factor 1, with at least four (4) similar relevant large-scale (up to 2.5 million square meters) demining projects in a combat environment; experience with working multiple sites; experience with multiple onsite pieces of armored mechanical equipment, such as armored front-end loaders, excavators, and mechanized armored rolling capability with detonation trailers; experience with mine labs detectors, broad loop detectors, and hand-held magnetometers for sub-surface detection, with capability of detection down to one meter depth or more for debris laden sites; and compliance with International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), and US Department of Defense, and US Army Corps of Engineers standards, including the Corps of Engineers Safety and Occupational Health Manual, EM 385-1-1,. The contractor should demonstrate UXO/Demining investigation and removal experience in Afghanistan at multiple sites.

1.1.3 Factor 3 – Project Management Plan.

The Government will evaluate and rate the project management plan, including the team structure and responsibilities of team members; the management approach for the clearance process, including effective coordination between UXO/Demining teams and security personnel; the quality control process; and the level of clearance proposed for sites. The Government will evaluate the offeror's plan to control quality throughout the investigation and removal phases of the project and the ability to minimize time growth due to changes, unforeseen circumstances and delays. Proposals with the most convincing evidence will receive the highest ratings.

The Government will evaluate issue resolution processes, and the offeror's commitment to control cost growth by maintaining the project budget during investigation and removal; reviewing cost control systems and procedures; developing cost savings proposals; developing plans to minimize cost overruns; and planning to maximize user requirements while minimizing or maintaining costs. The evaluators will rate the offeror's commitment to interact with the Corps of Engineers and the roles that the team members

will have in dealing with site condition changes, resolving potential delays, attending progress meetings and facilitating contract completion and closeout. Proposals with the most convincing evidence will receive the highest ratings. Offerors which deviate from RFP specifications or requirements may be considered weak or deficient.

1.1.4 Factor 4 – Personnel and Equipment Resources.

Personnel. The Government will evaluate the qualifications and experience of the proposed project key personnel and the commitment to participate in this project. Contractor personnel shall also have in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS, AMAS and DoD standards. Contractors with similar resources will receive a higher rating than those with dissimilar or non-relevant project experience. Proposals with the most convincing evidence will receive the highest ratings. The contractor's utilization of Afghan personnel will also be evaluated.

The Government will evaluate the adequacy of the offeror's proposed personnel and other resources to successfully complete the project. Proposals with the most convincing evidence will receive the highest ratings.

The contractor must discuss their intent or plan to utilize local labor and subcontractors when replying to evaluation factors.

Equipment Resources- The Government shall evaluate the adequacy of the offeror's equipment resources to determine successful project completion.

1.2 Format. Proposal will be evaluated based on adherence to format requirements of Section L, Proposal Preparation.

2. VOLUME II - COST/PRICE PROPOSAL EVALUATION. A price analysis will be conducted. The price shall be included as a specific evaluation criterion in every source selection; however, price will not be scored. Review of contractor price data will consist of analysis to determine that prices are fair and reasonable, responsive and responsible. The Government will evaluate the *completeness and reasonableness* of each offeror's proposal using the cost or pricing information as well as the accompanying *written descriptions* pertaining to *methods, techniques, approaches, assumptions, etc.*, that offerors provide along with offerors' cost/fee proposals for the sample tasks involved. *Completeness* will be determined by comparing the items contained within an offeror's price proposal with the Government's estimate. *Reasonableness* will be determined by comparison of an offeror's proposed prices against each other and the Government's estimate. Since the Government's evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for an award because of unreasonable, unrealistic, incomplete, inaccurate, non-current cost proposal information. Offerors are cautioned to make all accompanying written descriptions complete, clear and understandable. The Government will not be responsible for any misunderstandings concerning the basis for costs proposed by an offeror that results from that offeror's failure to provide written descriptions that are clear, complete and easily understood.

C. METHOD OF PROPOSAL EVALUATION

C.1 Proposals will first be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested

data must be provided.

C.2 In evaluating the proposals, the Government will consider the following five evaluation factors: *past performance, demining and UXO remediation experience, project management plan, personnel & equipment resource plan, and price*. The Government will evaluate the offerors' proposals in such a manner as to assign adjective ratings for the first four factors. The Government will not assign adjective ratings to the fifth factor or its associated subfactors but will evaluate whether the cost and pricing portions of the proposals are complete and reasonable.

C.2.1 The four non-pricing factors: *past performance, demining and UXO remediation experience, project management plan, and personnel and equipment resource commitment*, will be evaluated on a best-value basis. They are listed in descending order of importance. The four non-cost/pricing factors, taken as a group, shall weigh significantly more than the price factor in the evaluation and selection process.

C.2.2 In evaluating proposals and making the awards, the Government is more concerned with obtaining superior non-pricing features than with making awards at the lowest price. Stated another way, the Government prefers to select offerors with superior *past performance, experience, project management, and personnel & resource commitment* for the type of work involved rather than to select offerors with relatively small price savings but with much less advantages in their non-pricing potential.

C.3 Mandatory requirements and non-mandatory requests for information: There are contained within the non-pricing factors to be rated certain mandatory or minimum requirements. Failure to satisfy any mandatory or minimum requirement may result in a determination that an offer is *unsatisfactory*, as a function of the significance of the omission or deficiency. (Minor omissions or deficiencies with respect to mandatory requirements shall be noted as disadvantages in the evaluation process.) A final determination by the Government's Source Selection Authority (SSA) that an offer is *unsatisfactory* means that an award to the offeror involved, without correction first being made, cannot occur. Corrections are normally made only as a part of discussions. The Government makes no representation as to whether discussions will or will not be held. Any decision in regard to the matter of discussion will be at the sole discretion of the SSA. Use of words in the evaluation criteria such as "*will*," "*shall*" or "*must*" indicates a mandatory requirement. Failure to comply with non-pricing or pricing requirements that are annotated with words such as "*should*" or "*may*" might result in a lowering of an offeror's non-pricing ratings involved or may have significant effect upon an offeror's price evaluation, the precise nature of the circumstances involved being the determining factors.

C.4 Conduct of discussions: Offerors are informed that the Government does not intend to conduct discussions as a part of the evaluation and selection process. However, the Government reserves the right to conduct discussions if it is determined by the Government's Source Selection Authority to be in the best interests of the Government to do so. Therefore, offerors are cautioned to provide all the information required and requested by the solicitation at the time of its initial proposal submission.

C.5 Non-Pricing Evaluation Factors and Sub-factors: Any information that an offeror desires to be considered in the non pricing evaluation of a given factor must be included within the distinct sections of the offeror's non pricing presentation for that factor. Failure of an offeror to comply with this instruction may result in the information presented not being evaluated for the non-pricing factor that was intended by the offeror. This in turn might result in lower evaluation ratings being assigned, and a fewer number of strengths and more weaknesses being identified, which might also affect the selection process. Such failures as the result of an offeror not following this instruction will be the sole responsibility of the

offeror and not that of the Government. All non-pricing evaluation criteria shall be evaluated using reasoned judgment that results in the assignment of adjective ratings (e.g., from high to low: *excellent*, *good*, *satisfactory*, *marginal*, or *unsatisfactory*). Proposals that are determined to be non-responsive (lacking in mandatory information) will be determined to be *unacceptable*. In addition, *risk* evaluations will be made based upon the adjective ratings of (*low risk*, *medium risk*, or *high risk*).

C.5.1 Offerors are cautioned to explicitly explain which of its offices will be responsible for the various areas of interest to the Government that is addressed in the subfactors described below. Failure to explicitly describe how these areas of interest will be accomplished, and by whom, in the offeror's organization may result in lower ratings or additional *weaknesses* and *associated risks*.

C.5.2 Offerors that are joint ventures or partnerships should clearly describe the separate roles to be performed by the participants in those joint ventures or partnerships regarding the *technical capabilities*. Offerors that have major subcontractors should be clearly identified so that the subcontractors are clearly made known to the Government at the time proposals are submitted. The Government will take note of the *past performance*, *demining and UXO remediation experience*, *project management*, and *personnel and equipment resources plan* of these subcontractors but to a much less favorable degree than the Government would if those same subcontractors were members of a joint venture arrangement. There is an exception to this rule: if the offeror convincingly demonstrates that a particular major subcontractor has had a long term contractual relationship with the offeror (to include only one member of a joint venture) then the Government will give greater weight to that subcontractor's *past performance*, *demining and UXO remediation experience*, *project management*, and *personnel & resource commitment* contribution to the offeror's organization. The Government considers so-called "*teaming arrangements*" as being similar to prime-subcontractor arrangements. If a participant in a *teaming arrangement* is not to be a signatory to the contract with the Government then the Government considers that non-signatory participant as a subcontractor to the prime contractor offeror. In such a case, the Government will conduct its evaluation accordingly. ~~However, if the offeror's designer(s) are either a part of *teaming arrangement* or simply subcontractor(s) to the offeror then the Government will evaluate the designer(s) as if it were a full member of a joint venture as far as *technical capabilities* and *past performance* are concerned.~~

C.6 The Government may reject any or all proposals and waive minor irregularities in proposals.

D. SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, is the Best Value to the US Government, price and other factors considered.

--END OF SECTION--